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URBAN/MUNICIPAL

BY-LAWS OF THE REGIONAL
MUNICIPALITY OF
HAMILTON-WENTWORTH

R88-101 - R88-221

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-101

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON WILSON STREET FROM MOHAWK ROAD TO HENDRY LANE, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (hereinafter called the "Region") intends to install a watermain at an estimated cost of \$140,000.00 and related connections as described in Schedule "B" to the By-law at an estimated cost of \$10,000.00; and,

WHEREAS The Region may impose pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, a specially assessed rate to finance extension to its water work systems under any general Act relating to the supply and distribution of water and the financing thereof; and,

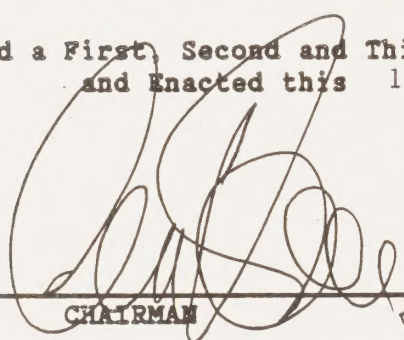
WHEREAS the Municipal Act, Section 218 (2) authorizes a municipality to impose by by-law a specially assessed rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

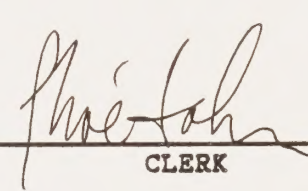
- 1.(a) THAT a specially assessed rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the therein described being rateable for an estimated total of \$92,000.00 which shall be the portion of the total cost of the watermain to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

2. THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.
5. THAT this By-law shall take effect and come into force only upon approval thereof by The Ontario Municipal Board.

Read a First, Second and Third Time and Finally Passed
and Enacted this 18th day of May 1988.



CHAIRMAN



CLERK

Approved
as to form
EB
Regional
Council

SCHEDULE "A" TO BY-LAW NO. R88-101

DESCRIPTION: Watermain

ESTIMATED COST: \$140,000.00

ESTIMATED COST TO OWNER: \$98.69 (frontage x acreage)

LOCATION: Wilson Street from Mohawk Road to Hendry Lane, in the Town of Ancaster.

Estimated portion to be financed by a specially assessed rate imposed on adjoining owners and occupants and the calculation of interest rates for the cost of the project to be paid in (15) fifteen annual consecutive installments shall be made in the year in which the works were completed.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE ABUTTING PROPERTY	ACREAGE ABUTTING PROPERTY	(ACREAGE X FRONTAGE)	EXEMPTIONS	ESTIMATED LUMP SUM CASH PAYMENT (5) x \$98.69	ASSESSED OWNER(S)
100 250 45400	Con 2 Pt Lt 46	91.73	3.14	288.03	nil	\$ 28,424	F.J.M. Fruewirth 596 Hendry Lane Ancaster, Ont., L9G 3L8
100 250 45300	Con 2 Pt Lt 46	39.89	1.72	68.61	nil	6,771	J. & E. Woo 570 Hendry Lane Ancaster, Ont., L9G 3L8
100 250 45200	Con 2 Pt Lt 46	33.53	0.43	14.42	nil	1,423	J. & E. Jackson 564 Hendry Lane Ancaster, Ont., L9G 3L8
100 250 45000	Con 2 Pt Lt 46	54.20	0.40	21.68	nil	2,140	P. Newbigging 558 Wilson St. East Ancaster, Ont., L9G 2C5

SCHEDULE "A" (Page - 2)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE ABUTTING PROPERTY	ACREAGE ABUTTING PROPERTY	(ACREAGE X (FRONTAGE))	EXEMPTIONS	ESTIMATED LUMP SUM CASH PAYMENT (5) x \$98.69	ASSESSED OWNER(S)
100 250 44800	Con 2 Pt Lt 46	39.61	4.02	159.23	nil	15,715	Richter F. Trustee c/o Eastgate Ford Sales & Service 350 Pakdale Ave. North Hamilton, Ont., L8H 5Y3
100 250 44700	Con 2 Pt Lt 46	25.30	2.19	55.41	nil	5,468	Richter F. Trustee 540 Wilson Street East Ancaster, Ont., L9G 2C5
100 250 44600	Con 2 Pt Lt 46	115.04	0.84	96.63	nil	9,537	A. Garrow 514 Wilson St. East Ancaster, Ont., L9G 3L4
100 250 44400	Con 2 Pt Lt 46	75.32	3.03	228.22	nil	22,522	N. Schacher in Trust 30 King Street Brantford, Ont., N3T 3C5
		<u>474.62</u>	<u>15.77</u>	<u>932.23</u>		<u>\$ 92,000</u>	

SCHEDULE "B" TO BY-LAW NO. By-law R88-101

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Wilson Street from Mohawk Road to Hendry Lane, in the
Town of Ancaster.

NUMBER OF CONNECTIONS: 10

ESTIMATED COST PER CONNECTION: \$1,000.00



AMENDMENT NO. 33
TO
THE REGION OF HAMILTON-WENTWORTH
OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA

March 1988



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THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R 88-102

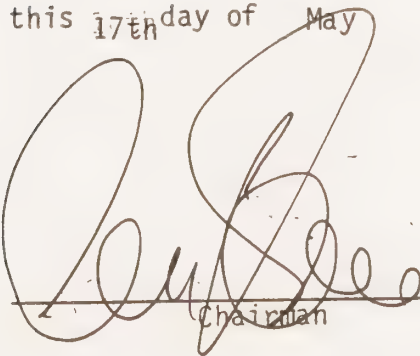
BEING A BY-LAW TO ADOPT AMENDMENT NO. 33 TO THE OFFICIAL PLAN FOR THE HAMILTON-WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO. R88-102

The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 17 and 21 of The Planning Act, 1983, S.O. 1983, Ch.1, hereby enacts as follows:

1. THAT the text attached hereto and so designated is hereby adopted as Amendment No. 33 to the Official Plan for the Hamilton-Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 33 to the Official Plan for the Hamilton-Wentworth Planning Area, to the Minister of Municipal Affairs for approval.
3. THAT the Official Plan attached to and forming part of By-Law No. R80-094 is hereby amended by adding thereto the text attached hereto.
4. THAT this By-Law shall come into force and take effect on the day of its final passing.

READ a first, second and third time and finally passed and enacted

this 17th day of May, 1988.


Chairman


Clerk

Approved
as to form

Regional
Secretary

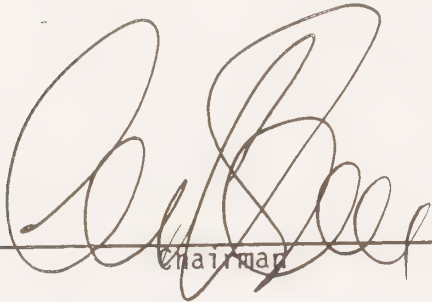
PART 1 THE CERTIFICATION

AMENDMENT NO. 33

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN

THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 33 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-102 in accordance with Section 17 of The Planning Act, 1983, S.O. 1983, Ch.1, on the 17 day of May 1988.


Chairman
Clerk

PART I

TABLE OF CONTENTS

ADOPTING BY-LAW OF
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

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4.	LOCATION
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1.	INTRODUCTION
2.	DETAILS OF THE AMENDMENT
PART IV	THE APPENDIX

PART II

PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 33 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment", comprising the attached schedule, constitutes Amendment No. 33 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

This Amendment is intended to allow for the development of a high school within the Rural Policy Area by exempting the property from the requirements of Section 3 of the Hamilton-Wentworth Official Plan.

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment consist of an area of approximately 7.8 hectares (19.19 acres) and are located at the south-west corner of Highway No. 53 at Glancaster Road, being Part of Lot 53, Concession 4 in the Town of Ancaster (Refer to the Appendix for location).

5. BASIS OF THE AMENDMENT

The exemption of this property from Section 3 of the Hamilton-Wentworth Official Plan will allow for the development of a High School. Regional Council considers that the use is appropriate and suitable in the proposed location.

PART III

PART III - THE AMENDMENT

1. INTRODUCTION

The whole of this part of the document entitled "PART III - The Amendment", which consists of the following text constitutes Amendment No. 33 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. TEXT CHANGE

The Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area is amended by adding to Section 3 of the Plan, the following policy:

- 3.1.12 Notwithstanding the provisions of Section 3 of this Plan, a high school may be established on a 7.8 hectares (19.19 acres) parcel of land located at the south-west corner of Highway No. 53 and Glancaster Road, being part of Lot 53, Concession 4 in the Town of Ancaster.

PART IV

APPENDIX MAP
TO AMENDMENT NO. 33
TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA
Plan Showing Part Of Lot 53 - Con. 4
Town Of Ancaster



LANDS AFFECTED BY AMENDMENT NO. 33 TO
THE HAMILTON-WENTWORTH OFFICIAL PLAN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-103

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 17th day of May, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>
Accommodation Committee Report of May 17, 1988	Motion
Economic Development & Planning Committee Report	9-88
Engineering Services Committee Report	11-88 as amended
Finance & Personnel	6-88
Health & Social Services Committee Report	6-88 as amended
Information Systems Committee Report	2-88
Transportation Services Committee Report	5-88

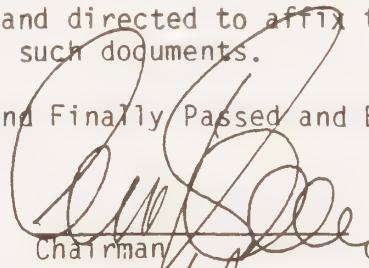
and Regional Officials

<u>NAME</u>	<u>NO.</u>
Chairman's Report	9-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 17th, day of May, 1988.


Chairman


Clerk

BILL NO. 1288

REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. 88-104

Being a by-law to appoint L. Dale Turvey
as Project Director, Mountain East-West
and North-South Transportation Corridor
for a five-year term.

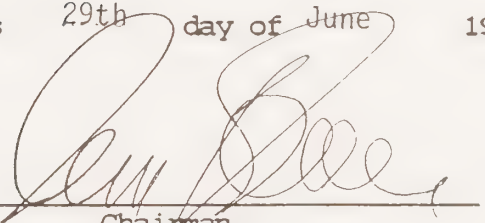
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth did on the 1st day of December, 1987 pass a by-law, R87-143 appointing L. Dale Turvey as Project Director, Mountain East-West and North-South Transportation Corridor for the Regional Municipality for a term of one year. And whereas the Region wishes to reappoint L. Dale Turvey for a further term of 5 years

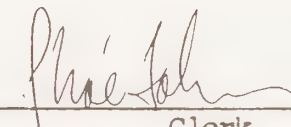
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

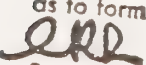
1. That L. Dale Turvey is appointed the Project Director, Mountain East-West and North-South Transportation Corridor for the Regional Municipality of Hamilton-Wentworth for a term of five years from the first day of December, 1988 to the thirtieth day of November 1993.
2. That the Regional Chairman, Regional Treasurer and Regional Clerk are authorized and directed to execute a contract of employment and to apply the Corporate Seal on behalf of the Regional Municipality.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 29th day of June 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-105

BEING A BY-LAW TO REVISE THE SOLID WASTE FEE SCHEDULE
AND TO REPEAL SCHEDULE "B" OF BY-LAW NO. R80-098
AMENDED AND TO MAKE SUBSTITUTIONS THEREFOR

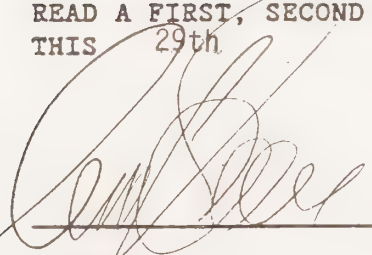
WHEREAS Regional Council did approve Item 5 of the 14-87 Report
of the Finance and Personnel Committee at its meeting on November 17, 1987,
and did thereby authorize as follows:

- 1) An increase in the fee payable for transporting acceptable waste
for disposal at the Regional Transfer Stations including SWARU to
\$2.86 per 100 kilograms effective January 1, 1988.

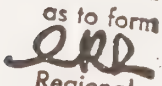
NOW THEREFORE the Council of the Regional Municipality of
Hamilton-Wentworth enacts as follows:-

- 1) That Schedule "B" to Regional By-Law R80-098 is hereby repealed
and that Schedule "B" attached to this By-Law be substituted
therefore.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
THIS 29th DAY OF June 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "B"

WASTE DISPOSAL FEES

A) FEES

RATES

Private Haulers who transport all acceptable Transfer Station Waste or acceptable SWARU Waste for disposal at the Facilities in quantities of more than 300 kilograms (660 lbs.).

\$2.86 per 100 kg.

- B) ALTERNATE FEE SCHEDULE

Where the weigh scales used at any of the Facilities become inoperative, the rate per 100 kilograms herein provided in Section (A) of this Schedule payable by Private Haulers shall be applied on the basis of the carrying capacity of the vehicle at the rate of

\$5.72 per cu. metre

C) Private Haulers who are occasional users of the Facilities shall be charged at the rate of \$2.86 per 100 kilograms calculated to the nearest dollar.

D) COLLECTION OF WASTE DISPOSAL FEES

1) Private Haulers - Regular Users

- i) Accounts for fees payable by Private Haulers who are regular users of the Facilities are to be invoiced at such regular periods as prescribed by the Commissioner of Finance.
- ii) Payment of such accounts as set forth in sub-section (i) of this section shall be payable within thirty (30) days of mailing of invoice.

SCHEDULE "B" CONTINUED

Page - 2 -

- iii) Where an account for Waste Disposal Fees remains unpaid for more than thirty (30) days, the Private Haulers will be notified in statement form including the greater of interest charges or a minimum service charge and a notice of non-payment shall be sent by the Commissioner of Finance advising that if payment is not received within ten (10) days after the mailing of such notice, the Private Hauler shall be refused admittance to all Facilities until such time as the original invoice plus all outstanding interest and service charges to date are paid. These Private Haulers' names will be placed on a list and will be sent to the Transfer Stations instructing Weigh Masters to refuse entry to those customers on the list. The Commissioner of Finance may require the posting of a performance bond or any other security acceptable to the Commissioner of Finance in the event that accounts continue from time-to-time to remain unpaid.

WASTE DISPOSAL FEES

2) Private Haulers - Occasional Users

- i) The amount of fees payable by Private Haulers who are occasional users at the Facilities are payable upon entering the Facilities.
- ii) Where the Private Hauler transporting waste for disposal at the Facilities is required to be tare weighed before the fees can be calculated, the Private Hauler shall be required to place a deposit as set forth in Section "D" of this Schedule. When the tare weight has been determined, the deposit shall be refunded and an immediate cash payment of the waste disposal fee shall be paid by the Private Hauler in accordance with Section "C" of this Schedule.

SCHEDULE "B" CONTINUED

Page - 3 -

E) Where the tare weight of a vehicle transporting waste for disposal at the Facilities has been predetermined, and such weight issued to calculate the net weight of the waste, the predetermined tare weight of any vehicle may be verified at any time by either the Region or the Private Hauler.

F) Cash deposits required to be placed by Private Haulers making a cash payment for the Waste Disposal Fee as set forth in sub-section (ii) of Section (2) of this Schedule are:

<u>GROSS WEIGHT OF VEHICLE</u>			<u>AMOUNT</u>
Up	to	2500 kilograms	\$ 10.00
2501	to	5000 kilograms	20.00
5001	to	7000 kilograms	30.00
7001	to	9000 kilograms	40.00
9001	to	12000 kilograms	50.00
12001	to	15000 kilograms	75.00
Over		15000 kilograms	100.00

NOTES a) For the purpose of clarification, a regular user of the Transfer Facilities and SWARU may be regarded as the Private Hauler depositing waste averaging a minimum of two chargeable loads per week.

b) 1 Kilogram = 2.205 pounds.

0106C 61-64

RP/pb.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88- 106

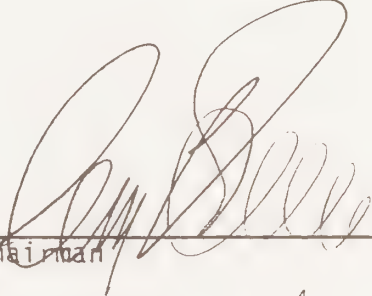
To exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law.

WHEREAS upon application of certain shops outlined on Schedule "A" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

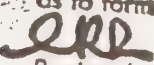
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. THAT the occupiers of the shops named on Schedule "A" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
2. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 29th day of June , 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88- 106

Shops referred to in By-law No. R88-106 and located at the respective locations.

1. THAT the following retail shops in the area municipality of Hamilton be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the dates and at the times indicated:

1. HAMILTON Saturday, July 9, 1988
 9:00 p.m. to 11:59 p.m.

AND

Saturday, November 26, 1988
9:00 p.m. to 11:59 p.m.

CENTRE MALL
1227 Barton Street East
Hamilton, Ontario

Antonio's Hair Design
Budget Optical
Canada Post
Centre Mall Shoe Repair
Haircrafters
Hollywood Men's Styling
IPCO Optical
Langley Parisian
Things Engraved
Unisex Alterations
Watch & Clock Repair
Lenscrafters
Tridont Dental
K Mart
Robinson's
Sears
Bi-Way
Canadian Tire
Cineplex Odeon
Info Place
Lubricare
Marlin Travel
Shopper's Drug mart
Brewers Retail

CENTRE MALL
1227 Barton Street East
Hamilton, Ontario (continued)

Saturday, July 9, 1988

AND

Saturday, November 26, 1988
9:00 p.m. to 11:59 p.m.

Au Cotton
D'Allairs
Emotions
Fairweather
Frill Seekers
Just Dresses
Lady Footlocker
Lindor
Liz Porter
Mariposa
J. Michaels
Pennington's
Reitman's
Smart Set
Suzy Shier
Town & Country
Petites
Station Coton
Ti Amo
Bojou
Faces
Flash
Torcan's Luggage
Big Steel Man
Don Carlos
Footlocker
Moore's
Tip Top Tailors
Excel Tee's
Jean Machine
Le Chateau
Levis 1850
Pantorama
Shirt Stop
Stitches
Thrifty's
Woolskins
Just Kids
Young Canada
Aggies
Agnew Surpass
Bata
Julia
Maher
Naturalizer
Rizzo's

CENTRE MALL
1227 Barton Street East
Hamilton, Ontario (continued)

Saturday, July 9, 1988

AND

Saturday, November 26, 1988
9:00 p.m. to 11:59 p.m.

Birks
Grahams
Ostranders
Peoples
Walters
Brass Shack
The Card Shop
Coles
Copper Creek
Grand & Toy
Hallmark
It Store
W. H. Smith
Tropicarium
Apogee Photo
Atlantic Video
Black's Camera
Direct Film
Discus
Japan Camera
Majestic Sound
Music World
Phildar
Radio Shack
Singer Sewing
Wizard's Castle
Dominion Furniture
Oaks Gallery
St. Clair Paint
Daniel's
The Hearth
Magnifico
R. G. Winners
Canada Trust
C.I.B.C.
National Trust
Royal Bank
Province of Ontario
Savings Office
Transit Shop
United Cigar Store

CENTRE MALL
1227 Barton Street East
Hamilton, Ontario (continued)

Saturday, July 9, 1988

AND

Saturday, November 26, 1988
9:00 p.m. to 11:59 p.m.

A & P
A & W
Baskin Robbins'
Bread Basket
Bulk Barn
The Butchery
Daffy's Donairs
General Nutrition
Jim's Nut Shack
Jordan Wines
Kernels
Laura Secord
Manchu Wok
MMMuffins
Mr. Submarine
Made In Japan
National Bakery
The Sausage House
The Country's Best
Yogurt
Tim Hortons
Tea Masters
Valentino's

2. HAMILTON

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

AND

Saturday, December 3, 1988
9:00 p.m. to 11:59 p.m.

LIME RIDGE MALL
999 Upper Wentworth Street
Hamilton, Ontario

Bank of Montréal
Home China & Gift
Jungle Interiors
Bowrings
Brook's II
Frames n' Things
Marlin Travel
Peoples Jewellers
Naturalizer
Marie-Claire
Astral Photo
Just Dresses
Braemar
Fairweather
BH Emporium
Big Steel
Ingeborg's
Card n' Candle
J. Michaels
Atlantic Sound
Merle Norman
The Body Shop
The Ming Tree
Burgess Flowers

Bandits
Baffi
The Frill Seekers
Fashion Is
Bata Shoes
Thrifty's
Classic Books
Irene Hill
Ricki's
Suzy Shier
City Smarts
Lindor
Ostrandars
The Microwave Place
Sketchley Cleaners
Steak & Burger
National Trust
For You Only
Pearson Insurance
Black's Cameras

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

AND

Saturday, December 3, 1988
9:00 p.m. to 11:59 p.m.

LIME RIDGE MALL
999 Upper Wentworth Street
Hamilton, Ontario

Aggies
Willson Stationers
Just Curtains
Consumers
Don Carlos
Junors
Collacutt
.... it store
Ciro's
Freedom
Marks & Spencer
Levi's 1850
Feathers
The Loft
Jack Fraser
Reitmans
Hackett's
Addition-Elle
Clark Shoes
A&A Records
Dalmys
Laura Secord
Tkts Tkts
Your Opinion Counts
Fun & Games
The Soup Co.
Board of Education

Famous Players

United Cigar
Bootlegger
D'Allaird's
Kinney Shoes
Just Petites
Stars Men's Wear
Cloke's
W.H Smith
Birks
Tip Top Tailors
Foot Locker
Contempra Gift
Anna's Fashions
Fay Jackson

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

AND

Saturday, December 3, 1988
9:00 p.m. to 11:59 p.m.

LIME RIDGE MALL
999 Upper Wentworth Street
Hamilton, Ontario

Earl of Swich
Bloom's Deli
Manchu Wok
Made in Japan
Beefeater
Tim Horton
Mrs. Vanelli's
Treats Muffins
Dcogies
Huggy's
New York Fries
Eaton's
Robinson's
Sears
Petro-Canada
Young Canada
Lewiscraft
Liz Porter
China Panda
Stitches
Northern Reflections
Antels
Radio Shack
Raglans
The Tub
Mariposa
Smart Set
Athletes World
Mister Sound
Mister Minit
The Card Shop
Coconut Joe
Leather Attic
Japan Camera
Ashton Shoes
Shirley K
House of Knives
Brass Hut
Shorney's
Shirt Stop
Caryl Baker
The Clock Gallery
Petrocelle
Savannah
Agnew

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

AND

Saturday, December 3, 1988
9:00 p.m. to 11:59 p.m.

LIME RIDGE MALL
999 Upper Wentworth Street
Hamilton, Ontario

Kiddie Kobbler
Sideeffects
Baja
George Richards
Maher
Meyer's
Lighting Unlimited
St. Clair
Coles Books
Waterbed Gallery
Pet Town
Granada TV
Vogel
Fabti
Mappins
Lizanne's
Things Engraved
Salon Donato
Baronessa
Station Coton
Belinda & Brother
Walters
Shoppers Drug
Venus Lingerie
The Picture Store
Partorama
Julia Shoes
Pot Pourri
Atlantic Video
Kids World
Ashley Jewellers
Cultures
mmmuffins
Sélection
Connection
Beaver Canoe
Jacob
Barclay's
Compucentre
Four Seasons
Kevin James
O.B. Allan
Wm. Dermody
Collegiate

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

AND

Saturday, December 3, 1988
9:00 p.m. to 11:59 p.m.

LIME RIDGE MALL
999 Upper Wentworth Street
Hamilton, Ontario

Tantastic
Limeridge Medical
Tridont Dental
Den for Men
Jean Machine
IPCO Optical

Le Chateau
Sausage House
The Wine Shop
Andea Chocolates
The Second Cup
Bulk Barn
Jasmine Chinese
Moneysworth & Best
Bell Phonecentre
Maternal Beginnings
United Cigar
Pita Villa
Majestic Sound
Music World
Scribbles & Giggles
Chair Place
Keyboard Music
Lady Foot Locker
Sportelle
Toni Fashions
Limité

Vivah
Faces
K mart

BORROWING BY-LAW

For use only by the District of Muskoka, or a regional municipality, or a restructured county.

Form 3

Tile Drainage Act, R.S.O. 1980, c. 500, s. 2 (1)
R.R.O. 1980, Reg. 932, Form 3

Borrowing By-Law
of
The Corporation of the
REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
By-Law Number.....R88-107

A by-law to raise \$100,000..... to aid in the construction of drainage works under the
Tile Drainage Act, in theREGIONAL..... municipality ofHAMILTON-WENTWORTH.....

The Council of theREGIONAL..... municipality of HAMILTON-WENTWORTH..... (hereinafter termed
regional municipality pursuant to the *Tile Drainage Act*, enacts as follows:

1. The regional municipality may from time to time, subject to the provisions of this by-law, borrow on the credit of the regional municipality such sums not exceeding in the whole \$100,000..... on behalf of the area municipalities as are set forth in the Schedule, and may in the manner hereinafter provided, issue debentures of the corporation for the amount so borrowed as provided in the Act payable to the Treasurer of Ontario at the Parliament Buildings, Toronto, which debentures shall reserve the right to prepay the whole or any part of principal and interest owing at the time of such prepayment.

2. Where the regional municipality receives requests from one or more area municipalities for the issue of a debenture in the amount or amounts not exceeding those set out in the Schedule for the purposes of the Act, the regional municipality shall issue a debenture for the total of the amount or amounts requested signed by the head of council and the treasurer and borrow on behalf of each area municipality a sum not exceeding the amount to be lent by each area municipality on completion of the drainage works.

3. With respect to each area municipality, the regional municipality not later than thirty days after the issue of the debenture shall, by by-law, impose and levy a special annual rate over and above all other rates sufficient for the payment of the principal and interest of the debentures issued by the regional municipality on behalf of that area municipality.

First Reading29th..... day ofJune....., 1988
Second Reading29th..... day ofJune....., 1988
Third Reading — Passed this29th..... day ofJune....., 1988



Approved
as to form
[Signature]
Regional
Solicitor

[Signature]
Head of Council
[Signature]
Clerk

SCHEDULE

Municipality	Amount
Town of Ancaster	\$100,000.
	\$100,000.
Total	

BY-LAW NO. R88-108

TO APPOINT A REGIONAL SOLICITOR FOR THE

REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

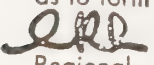
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is desirous of appointing a Regional Solicitor to perform the duties arising from the Regional Municipality of Hamilton-Wentworth Act, and

WHEREAS the said Council by resolution adopted on April 19, 1988, agreed to appoint Kenneth Anderson, as Regional Solicitor.

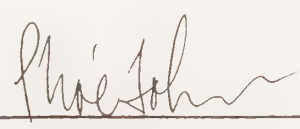
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

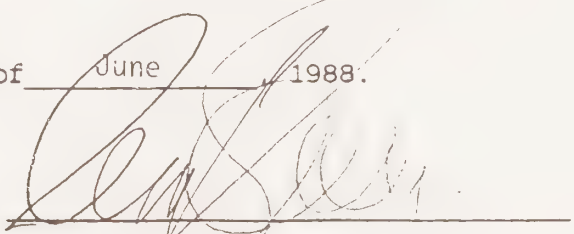
1. Kenneth Anderson is hereby appointed the Regional Solicitor for the Regional Municipality of Hamilton-Wentworth.
2. In addition to all duties of Regional Solicitor as arise under The Regional Municipality of Hamilton-Wentworth Act, being Chapter 432 of The Revised Statutes of Ontario, 1980, as amended, and by any other statutes and by any By-Law of the said Council, he is responsible for the proper administration of the Regional Solicitor's Department under the general direction of the Chief Administrative Officer.
3. That he be appointed Acting Clerk Pro Tempore for the Regional Municipality of Hamilton-Wentworth for the purposes of signing authority during the absence of the Regional Clerk from her office through illness or otherwise.
4. This By-Law shall come into force and take effect on the _____ day of _____, 1988.

Approved
as to form


Regional
Solicitor

ENACTED AND PASSED this 29th day of June 1988.


Clerk


Chairman

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

DECLARATION OF APPOINTED OFFICE

OF KENNETH S. ANDERSON

I, Kenneth S. Anderson, Lawyer, of the Town of Oakville, in the Regional Municipality of Halton, DO SOLEMNLY PROMISE AND DECLARE THAT:

1. I will truly, faithfully and impartially, to the best of my knowledge and ability, execute the office of Commissioner of Legal Services and Corporate Counsel;
2. I have not received and will not receive any payment or reward, or promise thereof, for the exercise of any partiality or malversation or other undue execution of such office; and
3. I have not by myself or partner, either directly or indirectly, any interest in any contract with or on behalf of the corporation as Commissioner of Legal Services or in any matter arising out of my office or office.

DECLARED BEFORE ME

SAID KENNETH S. ANDERSON

AT THE CITY OF HAMILTON

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

DAY OF SEPTEMBER, 1989

)
)
)



KENNETH S. ANDERSON



DAVID E. BECK
ACTING REGIONAL CLERK

This Declaration filed with me on
the 28th day of SEPTEMBER 1989.
D.E.B.



Acting Regional Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-109

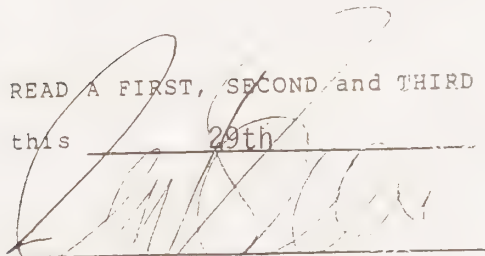
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

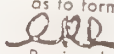
WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

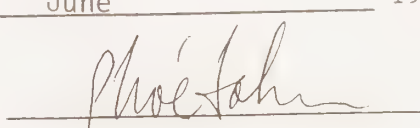
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s), Vladimir Baotic, residing at 261 Queenston Rd., Hamilton, and the Owner(s) 5-C-SIX Company, of the said premises 314-318 Queenston Rd., Hamilton, are hereby granted the privilege of erecting and maintaining an overhead canopy upon the highway allowance of Queenston Road, upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 29th day of June 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

Schedule "1"

THIS AGREEMENT made this 29th day of April 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 314-318 QUEENSTON ROAD in the CITY of HAMILTON, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 314-318 Queenston Road, Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) Overhead Canopy (measuring 18.40m x 1.20m)
hereinafter referred to collectively as "the works")

onto the road allowance of Queenston Road, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$235.00 or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.
7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.
8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.
9. Only the works herein authorized may be erected by the Applicant.
10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.
11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things within 30 days after notice

to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

MR. VLADIMIR BAOTIC
281 QUEENSTON ROAD
HAMILTON, ONTARIO L8A 1G9
CANADA

PHONE: 544-4281

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, _____

SIGNED, SEALED AND DELIVERED)

in the Presence of Baotic)

Baotic)

Baotic)

Baotic)

Baotic)

VLADIMIR BAOTIC

APPLICANT:

Zlatko Simanovic
ZLATKO SIMANOVIC

Robert Sebrosky
ROBERT SEBROSKY

Norman Hoar
NORMAN HOAR

Mate Baskvalyn
MATE BASKVALYN

Brian Folk
BRIAN FOLK

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved:

Chairman

Commissioner of Finance

Clerk

R.D. Meiers
APPROVED
DEPARTMENT OF ENGINEERING

April 1987

Approved
as to form
RR
Regional
Solicitor

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth (formerly in the Township of Saltfleet in the County of Wentworth), in the Province of Ontario, and being composed of:

FIRSTLY: Lots Numbers 385 and 386 according to the plan of the subdivision of parts of Lots Numbers Thirty-one and Thirty-two in the Third Concession and part of Lot Number Thirty-two in the Second Concession of the said Township of Saltfleet; said plan being duly registered in the Registry Office of the Registry Division of Wentworth as No. 574, and being known as Parkdale Survey;

Save and except the portion of said Lots 385 and 386 fronting upon the Hamilton-Queenston Provincial Highway expropriated by the Department of Public Highways for widening said highway as shown ~~coloured red~~ on registered Plan Miscellaneous 37.

AND SECONDLY: Part of Lot 389 according to the Plan of subdivision of parts of Lots Nos. 31 and 32 in the Third Concession and part of Lot 32 in the Second Concession of the said Township of Saltfleet, the said Plan being duly registered in the Registry Office for the Registry Division of Wentworth as No. 574, and being known as Parkdale Survey, which said lands may be more particularly described as follows, that is to say:

COMMENCING at the Southeast angle of Lot No. 386 as shown on said Plan of Parkdale Survey;

THENCE Southerly in a straight line a distance of ^{12 feet 0 inches.} 12' 0" to a point;

THENCE Westerly and parallel to the Southerly limit of Lots 386 and 385 as shown on said Plan of Parkdale Survey, a distance of ^{54 feet} 54' to a point;

THENCE Northerly a distance of ^{12 feet} 12' to the Southwesterly angle of said Lot No. 385;

THENCE Easterly along the Southerly limit of said Lots 385 and 386 a distance of ^{54 feet} 54'

to the place of beginning.

Wm.

Additional Property Identifier(s) and/or Other Information

LEGAL DESCRIPTION

FIRSTLY: Lot 381, Plan 574, City of Burlington, Regional Municipality of Hamilton-Wentworth;

SAVE AND EXCEPT the portion of the said lot 381 fronting upon the Hamilton-Queenston Provincial Highway expropriated by the Department of Public Highways for widening said Highway as shown coloured red on Registered Plan Miscellaneous 37.

SECONDLY: Lots 382 and 383, Plan 574

SAVE AND EXCEPT the portion of the said Lot 382 fronting upon the Hamilton-Queenston Provincial Highway for widening said highway as shown coloured red on registered Plan Miscellaneous 37.

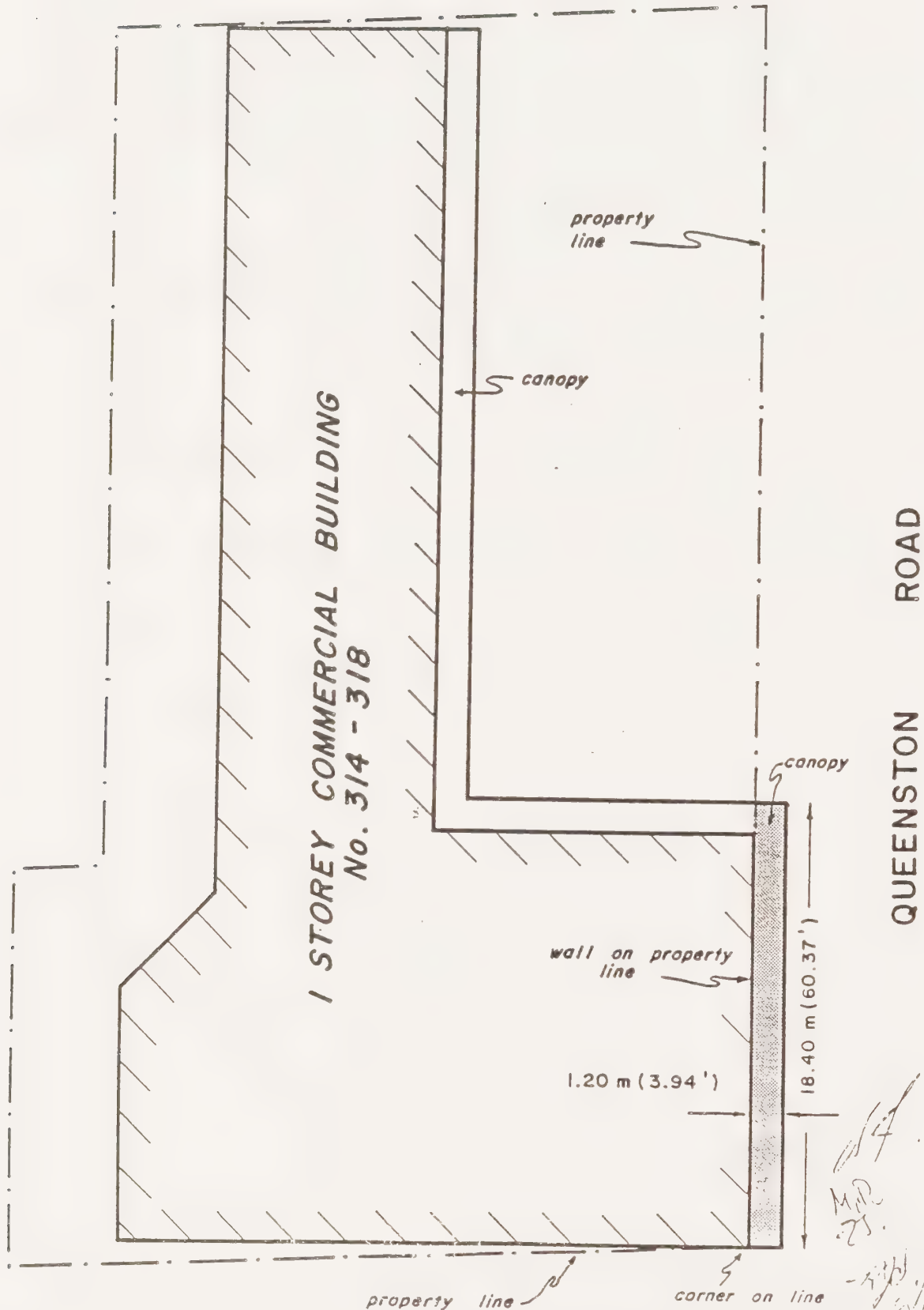
THIRDLY: Lot 384, Plan 574.

SAVE AND EXCEPT therefrom the northerly twelve feet (12') expropriated by the Department of Highways (Ontario) as shown on Miscellaneous Plan No. 37, registered 30th November, 1921.

SUBJECT to the covenants set out in instrument No. 233250C.D.



SKETCH OF "WORKS"



* NOTE: THIS IS NOT A PLAN OF SURVEY

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-110

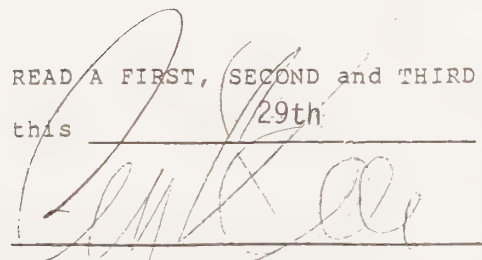
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s), MOLSON ONTARIO BREWERIES, residing at 350 King St. E., Hamilton, and the Owner First Place Hamilton of the said premises 350 King Street E., Hamilton, are hereby granted the privilege of erecting and maintaining an overhead time & temperature display sign upon the highway allowance of King Street E., upon the terms and conditions contained in the agreement hereto as Schedule 1.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

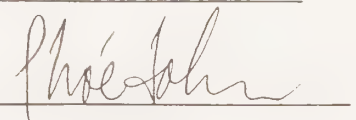
READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 29th day of June 1988.



CHAIRMAN

Approved
as to form

Regional
Solicitor



CLERK

Schedule "1"

THIS AGREEMENT made this 25th day of May, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

FIRST PLACE, HAMILTON

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 350-360 King Street East in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 350 King Street East, Hamilton, (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) overhead time and temperature display sign (0.73m x 1.68m), 4.42m above the sidewalk

(hereinafter referred to collectively as "the works")

onto the road allowance of King Street East, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$27.00 or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

First Place, Hamilton, c/o Jubilee Consultant Services, Hamilton
Suite 300 - 350 King Street East,
Hamilton, Ontario. L8N 3Y3

*

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

DESCRIPTION OF LANDS

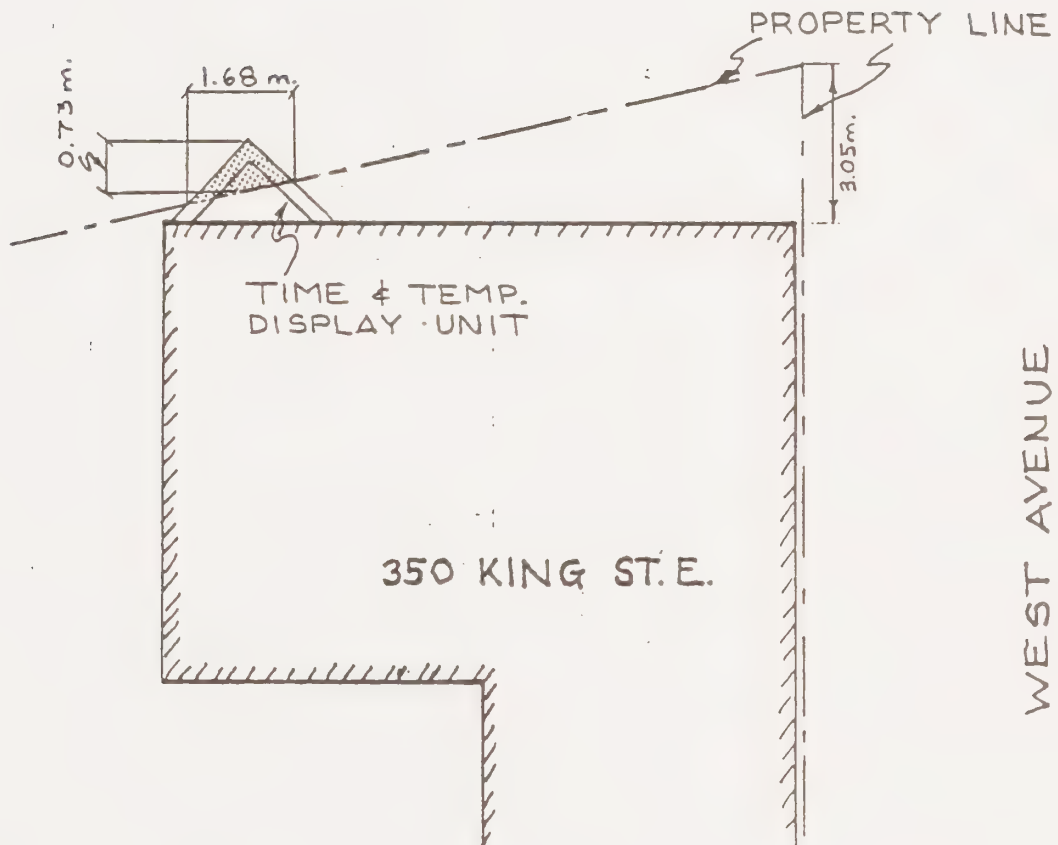
ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and being composed of Part of Lot Number 12, in the Second Concession of the Township of Barton, now in the said City of Hamilton, Part of Lots Number 9 and 10, and part of undesignated land as shown on a sketch of survey of lots prepared for Thomas Stinson, and registered in the Registry Office for the Registry Division of Wentworth, and being Part of Parcel 5, Section 1, and being more particularly described as Part 1, according to Reference Plan 62R-1658, dated the 30th day of April, 1974, in the said Registry Office. Above described as Lot 2, Registrar's compiled plan No. 1484.

SCHEDULE "B"

SKETCH OF "WORKS"



KING STREET EAST



N. T. S.

DATED: the 18th day of May 1988

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

- to -

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-111

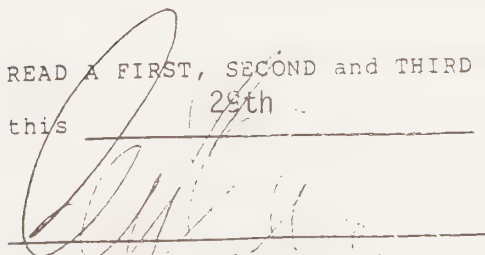
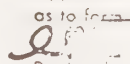
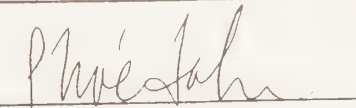
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s), S.M. Roscoe Inc., residing at 169 Jackson St. E., Hamilton and the Owner, Tony Bortolotto of the said premises 444 Main St. E., Hamilton, are hereby granted the privilege of erecting and maintaining an overhead canopy encroachment upon the highway allowance of Main Street E., Hamilton, upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 25th day of June 1988.


CHAIRMAN
Approved
as to form
Regional
Solicitor
CLERK

Schedule "1"

THIS AGREEMENT made this 31st day of May, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

ANTHONY BORTOLOTTI and FERNANDA IORFIDA,

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 444 Main Street East in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 444 Main Street East, Hamilton, (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) overhead canopy (0.85m x 8.30m) 2.80 metres above the sidewalk

(hereinafter referred to collectively as "the works")

onto the road allowance of Main Street East, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$27.00 or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

444 Main Street East

HAMILTON, Ontario L8N 1K2

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, set
their hands and seals.

SIGNED, SEALED AND DELIVERED)

in the Presence of)

Robert A. Otto
.....
ROBERT A. OTTO)

.....)

APPLICANT:)

Anthony Bortolotto
ANTHONY BORTOLOTTA)

Fernanda Iorfida
FERNANDA IORFIDA)

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved:)

Chairman)

Commissioner of Finance)

Clerk)

R.P. Meier
APPROVED
DEPARTMENT OF ENGINEERING

January 1988

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 7 and Part of Lot 8
Southerly side of Main Street East between
Erie Avenue and Ontario Avenue, registered Plan 173,
in the City of Hamilton, in the Regional Municipality
of Hamilton-Wentworth and more particularly described
as follows:

COMMENCING at a point in the southerly limit of Main Street East, where it is intersected by the production northerly of the centre line of the common wall between the building erected on the lands herein described and the building erected on the lands immediately adjoining to the west, the said point being distant forty-two (42') feet more or less measured easterly along the said southerly limit of Main Street East from its intersection with the easterly limit of Erie Avenue;

THENCE SOUTHERLY along the production northerly of the centre line of the said common wall to and along the centre line of the said common wall and its production southerly one hundred and thirty five (135'), more or less to a point therein distant fifteen (15') feet measured northerly there-along from its point of intersection with the southerly limit of Lot seven (7);

THENCE WESTERLY and about parallel to the said southerly limit of Lot Seven (7) a distance of forty-two (42') feet more or less to a point in the easterly limit of Erie Avenue distant fifteen (15') feet measured northerly there-along from the south westerly angle of said Lot 7;

THENCE SOUTHERLY along the last mentioned limit of distance of fifteen (15') feet to the said south westerly angle of said Lot Seven (7);

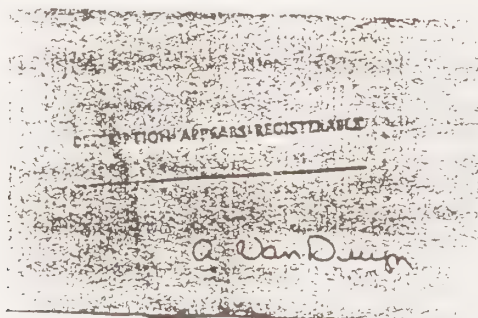
THENCE EASTERLY along the southerly limits of Lots Seven (7) and Eight (8) a distance of eighty-two feet eight and one half inches (82' 8 1/2") to a point in the southern limit of Lot Eight (8) where it is intersected by the production southerly of the eastern face of a concrete retaining wall erected on the herein described parcel of land.

THENCE NORTHERLY along the eastern face of the aforesaid retaining wall and the production of the line thereof eighty-three feet and seven inches (83'7") more or less to a point in a line drawn parallel with the eastern limit of Erie Avenue from a point in the souther limit of Main Street distant eight-two (82') feet measured easterly thereon from a point in the aforesaid eastern limit of Erie Avenue.

THENCE NORTHERLY along the aforesaid line drawn parallel with the eastern limit of Erie Avenue sixty-six feet six inches (66'6") more or less to the said point in the southerly limit of Main Street.

THENCE WESTERLY along the said southerly limit of Main Street a distance of forty (40') feet more or less to the point of commencement.

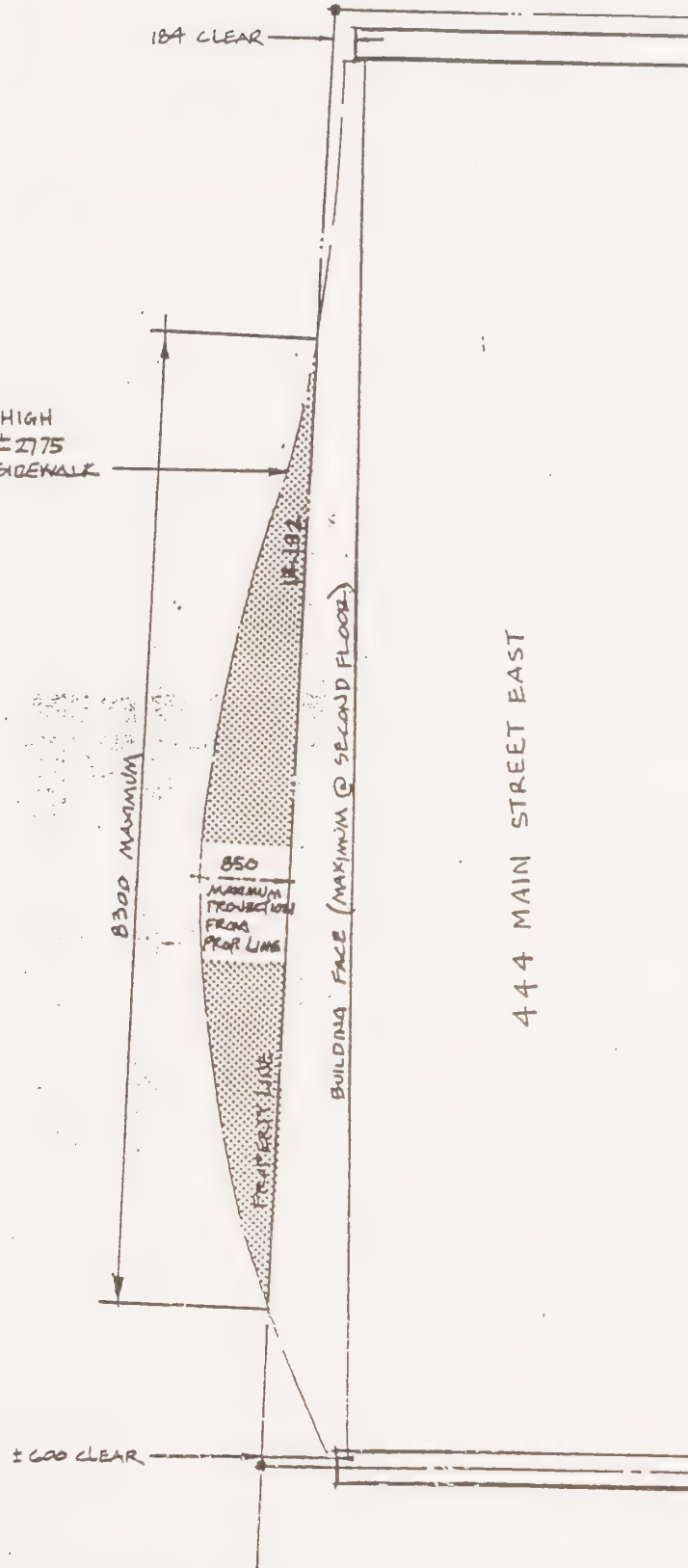
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SKETCH OF "WORKS"



MAIN STREET EAST



444 MAIN STREET EAST

NOTE: DIMENSIONS IN CENTIMETRES

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-172BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 20 (No Parking Areas) of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding to Section A (No Parking Anytime) the following items, namely:-

York (lay-by adjacent to Royal Botanical Gardens)	West	commencing at a point 488 feet south of Old Guelph Road to a point 252 feet southerly
York (lay-by adjacent to Royal Botanical Gardens)	East	commencing at a point 478 feet south of the south curb line of Old Guelph Road to a point 249 feet southerly
Concession	South	commencing at a point 27 feet east of East 22nd to a point 38 feet easterly therefrom
Barton	North	commencing at a point 30 feet west of Westinghouse to a point 36 feet westerly".

2. Schedule 22 (Commercial Loading Zones) of the said By-law is hereby amended by deleting therefrom the following item, namely:-

"Concession South 38 ft. 25 ft. east of East 22nd Anytime".

3. Schedule 15 (No U-Turns at Intersections) of the said By-law is hereby amended by deleting therefrom the following item, namely:-

"Burlington Westerly Keuilworth Anytime".

4. In all other respects, By-law R76-144 and Schedules thereto area hereby confirmed, unchanged.

5. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 29th day of June 1988.

Approved
as to form
[Signature]
Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-113

TO ALTER REGIONAL ROAD NO. 247 (WILSON STREET)
FROM WEST OF DUNHAM DRIVE TO WEST OF FIDDLERS GREEN ROAD
TOWN OF ANCASTER

WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 32 of The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, to exercise any of the powers formerly conferred upon the Corporation of the County of Wentworth or the Hamilton-Wentworth Suburban Roads Commission or the Corporation of an Area Municipality in respect of the roads now included in the Regional road system;

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 298 of The Municipal Act, R.S.O. 1980, Chapter 302, to alter, establish and lay out any highway or part of a highway under its jurisdiction;

AND WHEREAS pursuant to Section 33(2) of The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 473, the Regional Corporation may alter any public road, other than a road under the jurisdiction and control of the Ministry of Transportation, entering or touching upon or giving access to a road in the Regional road system;

AND WHEREAS it is necessary to alter Wilson Street as described herein;

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth, at its meeting held on May 3rd, 1988, authorized the widening of Wilson Street;

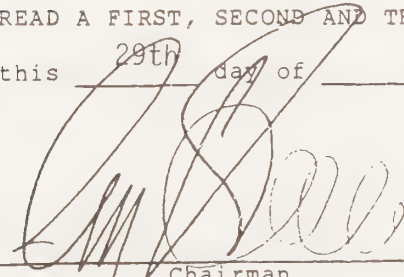
AND WHEREAS Notice of this By-law has been published as required by Section 301 of the said Municipal Act;

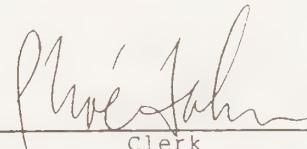
AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth, through its Engineering Services Committee, has heard all persons who applied to be heard, whether in objection to, or in support of, this by-law.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

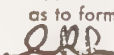
1. The widening of Wilson Street, as described in Schedule "A" attached hereto, be proceeded with.
2. The proper officials of the Regional Municipality of Hamilton-Wentworth are hereby authorized and directed to sign all documents and do all things necessary to implement these works.
3. Schedule "A" attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME and FINALL PASSED and ENACTED
this 29th day of June, 1988.


Chairman


Clerk

Approved
as to form


Regional

SCHEDULE "A"

TO

BY-LAW NO. R 88-114

DESCRIPTION OF WORKS TO BE UNDERTAKEN

REGIONAL ROAD NO. 116 (STONE CHURCH ROAD)

The widening and reconstruction of Stone Church Road from
Upper Horning Road To Courtland Avenue.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R 88-115TO ALTER REGIONAL ROAD NO. 145 (GRAYS ROAD)FROM COMMUNITY AVENUE TO ARVIN AVENUE

CITY OF HAMILTON

WHEREAS THE Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 31 of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437 to exercise any of the powers formerly conferred upon the Corporation of the County of Wentworth or the Hamilton-Wentworth Suburban Roads Commissioner or the corporation of an Area Municipality in respect of the roads now included in the Regional road system.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 298 of the Municipal Act, R.S.O. 1980, Chapter 302 to alter, establish, and layout any highway or part of a highway under its jurisdiction.

AND WHEREAS pursuant to Section 33(2) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, the Regional Corporation may alter any public road, other than a road under the jurisdiction and control of the Ministry of Transportation and Communication, entering or touching upon or giving access to a road in the Regional road system.

AND WHEREAS it is necessary to alter Grays Road as described herein.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth at its meeting held on June 21, 1988 authorized the alteration of Grays Road.

AND WHEREAS Notice of This By-Law has been published as required by Section 301 of the said The Municipal Act.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth, through its Engineering Services Committee, has heard all persons who applied to be heard, whether in objection to, or in support of this by-law.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

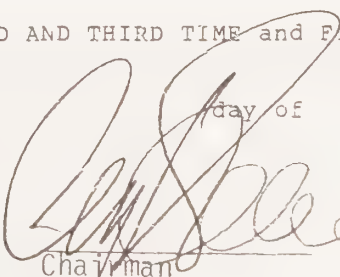
1. The reconstruction and widening of Grays Road as described in Schedule "A" attached hereto be proceeded with.
2. The proper officials of The Regional Municipality of Hamilton-Wentworth are hereby authorized and directed to sign all documents and do all things necessary to implement these works.
3. Schedule "A" attached to this By-Law is included in and shall be considered part of this By-Law.
4. This By-Law shall come into force and take effect on the date of its passing and enactment.

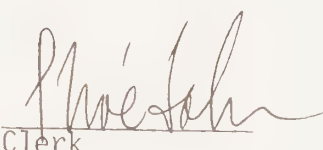
READ A FIRST, SECOND AND THIRD TIME and FINALLY PASSED and ENACTED

this 29th day of June 1988

Approved
as to form

Regional
Solicitor


Chairman


Clerk

SCHEDULE "A"

TO

BY-LAW NO. R 88-115

DESCRIPTION OF WORKS TO BE UNDERTAKEN

REGIONAL ROAD NO. 145 (GRAYS ROAD)

The reconstruction and widening of Grays Road from
Community Avenue to Arvin Avenue.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R 88-116TO ALTER REGIONAL ROAD NO. 455 (FRUITLAND ROAD)FROM ARVIN AVENUE TO 270 M SOUTH OF SHERWOOD PARK DRIVE

CITY OF STONEY CREEK

WHEREAS THE Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 31 of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437 to exercise any of the powers formerly conferred upon the Corporation of the County of Wentworth or the Hamilton-Wentworth Suburban Roads Commissioner or the corporation of an Area Municipality in respect of the roads now included in the Regional road system.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 298 of the Municipal Act, R.S.O. 1980, Chapter 302 to alter, establish, and layout any highway or part of a highway under its jurisdiction.

AND WHEREAS pursuant to Section 33(2) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, the Regional Corporation may alter any public road, other than a road under the jurisdiction and control of the Ministry of Transportation and Communication, entering or touching upon or giving access to a road in the Regional road system.

AND WHEREAS it is necessary to alter Fruitland Road as described herein.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth at its meeting held on June 21, 1988 authorized the alteration of Fruitland Road.

AND WHEREAS Notice of This By-Law has been published as required by Section 301 of the said The Municipal Act.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth, through its Engineering Services Committee, has heard all persons who applied to be heard, whether in objection to, or in support of this by-law.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The reconstruction and widening of Fruitland Road as described in Schedule "A" attached hereto be proceeded with.
2. The proper officials of The Regional Municipality of Hamilton-Wentworth are hereby authorized and directed to sign all documents and do all things necessary to implement these works.
3. Schedule "A" attached to this By-Law is included in and shall be considered part of this By-Law.
4. This By-Law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME and FINALLY PASSED and ENACTED

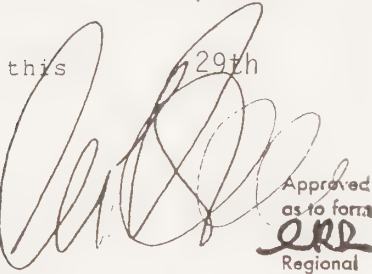
this

29th

day of

June

1988


Approved
as to form
and
Regional



SCHEDULE "A"

TO

BY-LAW NO. R 88-116

DESCRIPTION OF WORKS TO BE UNDERTAKEN

REGIONAL ROAD NO. 455 (FRUITLAND ROAD)

The widening and reconstruction of Fruitland Road from Arvin Avenue to 270 m South of Sherwood Park Drive.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R 88-117TO ALTER REGIONAL ROAD NO. 364 (YORK ROAD)FROM KING STREET TO OLYMPIC DRIVE

TOWN OF DUNDAS

WHEREAS THE Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 31 of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437 to exercise any of the powers formerly conferred upon the Corporation of the County of Wentworth or the Hamilton-Wentworth Suburban Roads Commissioner or the corporation of an Area Municipality in respect of the roads now included in the Regional road system.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth is empowered under Section 298 of the Municipal Act, R.S.O. 1980, Chapter 302 to alter, establish, and layout any highway or part of a highway under its jurisdiction.

AND WHEREAS pursuant to Section 33(2) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, the Regional Corporation may alter any public road, other than a road under the jurisdiction and control of the Ministry of Transportation and Communication, entering or touching upon or giving access to a road in the Regional road system.

AND WHEREAS it is necessary to alter York Road North as described herein.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth at its meeting held on June 21, 1988 authorized the alteration of York Road.

AND WHEREAS Notice of This By-Law has been published as required by Section 301 of the said The Municipal Act.

AND WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth, through its Engineering Services Committee, has heard all persons who applied to be heard, whether in objection to, or in support of this by-law.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The alteration of York Road as described in Schedule "A" attached hereto be proceeded with.
2. The proper officials of The Regional Municipality of Hamilton-Wentworth are hereby authorized and directed to sign all documents and do all things necessary to implement these works.
3. Schedule "A" attached to this By-Law is included in and shall be considered part of this By-Law.
4. This By-Law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME and FINALLY PASSED and ENACTED

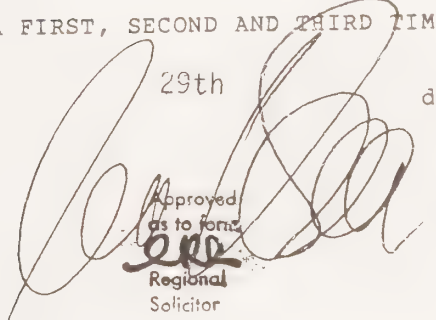
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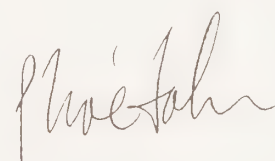
29th

day of

June

1988

Approved
as to form

Regional
Solicitor



SCHEDULE "A"

TO

BY-LAW NO. R88-117

DESCRIPTION OF WORKS TO BE UNDERTAKEN

REGIONAL ROAD NO. 364 (YORK ROAD)

To reconstruct/resurface and widen/narrow York Road from King Street to Olympic Drive, including Storm Sewer construction as required.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-118

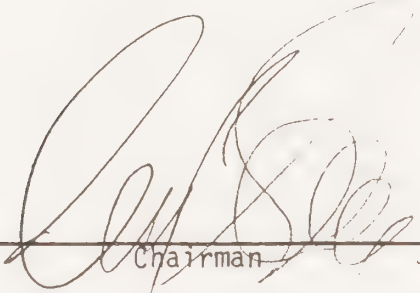
BEING A BY-LAW TO ADOPT AMENDMENT NO. 34 TO THE OFFICIAL PLAN FOR THE HAMILTON-WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO. R88-118

The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 17 and 21 of The Planning Act, 1983, S.O. 1983, Ch.1, hereby enacts as follows:

1. THAT the text attached hereto and so designated is hereby adopted as Amendment No. 34 to the Official Plan for the Hamilton-Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 34 to the Official Plan for the Hamilton-Wentworth Planning Area, to the Minister of Municipal Affairs for approval.
3. THAT the Official Plan attached to and forming part of By-Law No. R80-094 is hereby amended by adding thereto the text attached hereto.
4. THAT this By-Law shall come into force and take effect on the day of its final passing.

READ a first, second and third time and finally passed and enacted

this 29th day of June , 1988.


Chairman


Clerk

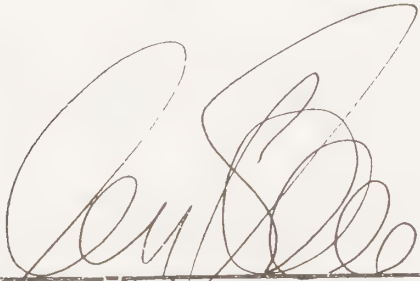
PART 1 THE CERTIFICATION

AMENDMENT NO. 34

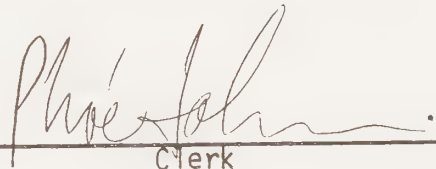
TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN

THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 34 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No.R88-118 in accordance with Section 17 of The Planning Act, 1983, S.O. 1983, Ch.1, on the 29th day of June 1988.



Chairman



Clerk

BILL NO. 1302

AMENDMENT NO. 34
TO
THE REGION OF HAMILTON-WENTWORTH
OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA

April 1988



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ADOPTING BY-LAW OF
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

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3.	PURPOSE
4.	LOCATION
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2.	DETAILS OF THE AMENDMENT
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PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 34 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment", comprising the attached text, constitutes Amendment No. 34 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

This Amendment is intended to allow for the development of a hotel within Lakeshore Policy Area "A" on Map No. 3 - Lakeshore Policy Areas, by adding to Section 5 of the Hamilton-Wentworth Official Plan, a sentence to the end of policy 5.1.1 which will permit a hotel in addition to the primary uses.

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment consist of an area of approximately 3.6 hectares (8.92 acres), located between Confederation Drive and the Queen Elizabeth Way (Q.E.W.) west of Centennial Parkway (Hwy No. 20), in the City of Hamilton (Refer to the Appendix for location).

5. BASIS OF THE AMENDMENT

The proposal to allow for the development of a hotel on a site adjacent to a major recreational area; and the Queen Elizabeth Way (Q.E.W.) at Centennial Parkway (Highway No. 20) would provide a service that would cater to the needs of tourists and the travelling public.

PART III - THE AMENDMENT

1. INTRODUCTION

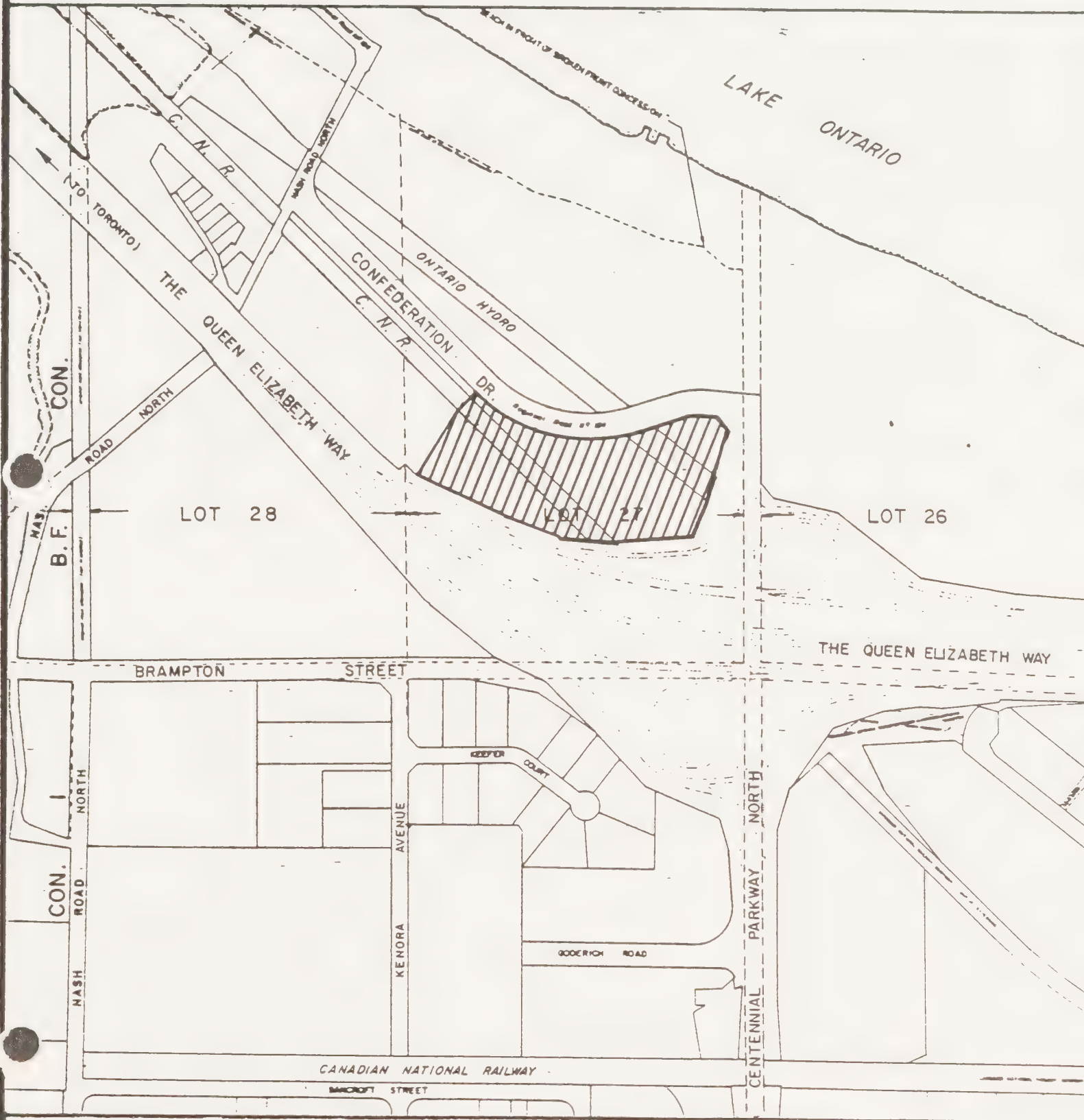
The whole of this part of the document entitled "PART III - The Amendment", which consists of the following text constitutes Amendment No. 34 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. TEXT CHANGE

The Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area is amended by adding to Section 5 of the Hamilton-Wentworth Official Plan, the following sentence to the end of policy 5.1.1:

"In addition to the primary uses, a hotel may be permitted on a 3.6 hectare (approximately 9 acres) parcel of land located between Confederation Drive and the Queen Elizabeth Way (Q.E.W.), west of Centennial Parkway (Hwy No. 20), in the City of Hamilton."

APPENDIX MAP
TO AMENDMENT NO. 34
TO THE REGION OF HAMILTON - WENTWORTH OFFICIAL PLAN
HAMILTON - WENTWORTH PLANNING AREA
Plan Showing Part Of Lot 27 - B.F. Con.
City Of Hamilton



LANDS AFFECTED BY AMENDMENT NO. 34 TO
THE HAMILTON - WENTWORTH OFFICIAL PLAN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-119

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 29th day of June, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>
Accommodation Committee Report	1-88
Special Airport Committee Report	6-88
Economic Development and Planning Committee Report	10-88
Engineering Services Committee Report	12-88 as amended
Finance & Personnel	7-88 as amended
Freeway Steering Committee	4-88
Health & Social Services Committee Reports	7-88 & 8-88
Information Systems Committee Report	3-88
Legislation and Reception Committee Report	6-88
Transportation Services Committee Report	6-88

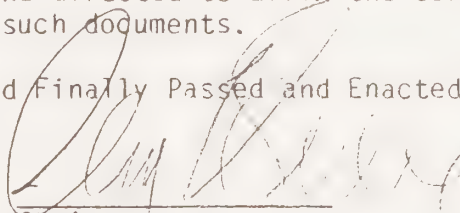
and Regional Officials

<u>NAME</u>	<u>NO.</u>
Chairman's Report	10-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 29th, day of June, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
BY-LAW NO. R88-120

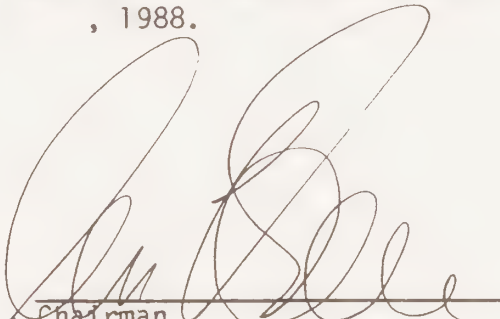
To exempt the occupiers of certain shops from the provisions of the
Regional Store Closing By-law No. R79-202.

WHEREAS upon application of certain shops outlined on Schedule "A" to this
By-law, it has been recommended by the Regional Legislation and Reception
Committee that such shops be exempt from the store closing hours on the dates
and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth
ENACTS AS FOLLOWS:

1. THAT the occupiers of the shops named on Schedule "A" attached to this
by-law are hereby exempt from the closing provisions of Section 2(1) (b)
of Regional By-law No. R79-202 and may remain open for business on the
dates and at the times indicated.
2. THAT all other provisions of Regional By-law No. R79-202 are to remain in
full force and effect for the shops described in Schedule "A" of this
By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 19th day of July, 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

- | | | | | |
|----|--------------------|--|---|--|
| 1. | <u>FLAMBOROUGH</u> | Monday, August 1, 1988
<u>9:00 a.m. to 6:00 p.m.</u> | Saan Stores Ltd. | 255 Dundas Street East
Waterdown, Ontario |
| 2. | <u>HAMILTON</u> | Monday, August 1, 1988
<u>10:00 a.m. to 6:00 p.m.</u> | Towers Department Store | 640 Queenston Road
Hamilton, Ontario |
| 3. | <u>ANCASTER</u> | Friday, July 22, 1988
<u>9:00 p.m. to 11:59 p.m.</u> | Abby's Ladies Wear
Ancaster Jewellers
Bright Ideas Lighting
Castlefield's
Christina's Lingerie
Diana Lee Fashions
The Doggy Bag
Dutch Toko
Eames Fashion Shoppe | 69 Wilson St. E.
Ancaster, Ontario
61 A Wilson St. W.
Ancaster, Ontario
75 Wilson St. E.
Ancaster, Ontario
386 Wilson St. E.
Ancaster, Ontario
382 Wilson St. E.
Ancaster, Ontario
370 Wilson St. E.
Ancaster, Ontario
54 Wilson St. W.
Ancaster, Ontario
54 Wilson St. E.
Ancaster, Ontario
54 Wilson St. W.
Ancaster, Ontario |

3. ANCASTER
Cont'd

Friday, July 22, 1988
9:00 p.m. to 11:59 p.m.

Franni's	65 Wilson St. W. Ancaster, Ontario
Gifts Galore	370 Wilson St. E. Ancaster, Ontario
Kristins	54 Wilson St. W. Ancaster, Ontario
Lindezo Fashion	351 Wilson St. E. Ancaster, Ontario
Schillings	88 Wilson St. Ancaster, Ontario
Trends	88 Wilson St. W. Ancaster, Ontario
Vaiu Plus Pet Centre	370 Wilson St. E. Ancaster, Ontario
Village Small Engine S&S	356 Wilson St. E. Ancaster, Ontario
Vanderlaan's Men's Clothiers	Ancaster Town Plaza Ancaster, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-121

BILL NO. 1305

BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 20 (No Parking Areas) of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding to Section A (No Parking Anytime) the following items, namely:-

"Concession	South	commencing 25 feet east of East 23rd to a point 26 feet easterly therefrom
King	North ^{RA} east	commencing 193 feet east of Sanford to a point 110 feet easterly therefrom
Ottawa	East ^{RA} North	commencing 183 feet south of Roxborough to a point 26 feet southerly therefrom".

and by deleting therefrom the following item, namely:-

"King	North	From 200 ft. east of Sanford to 43 ft. east".
-------	-------	---

2. Schedule 22 (Commercial Loading Zones) of the said By-law is hereby amended by deleting therefrom the following item, namely:-

"Concession	South	26 feet	25 feet east of	Anytime".
			East 23rd	

3. Schedule 26 (Designated Traffic Lanes) of the said By-law is hereby amended by adding thereto the following items, namely:-

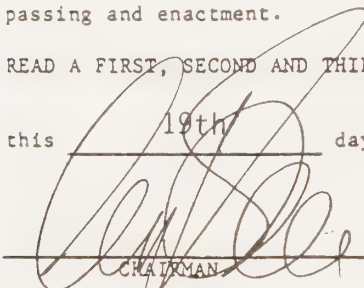
"Stone Church 100 feet west of Upper Ottawa and Upper Ottawa	South	Anytime	Easterly to Southerly
Stone Church 100 feet east of Upper Gage and Upper Gage	North	Anytime	Westerly to Northerly".

4. In all other respects, By-law R76-144 and Schedules thereto area hereby confirmed, unchanged.

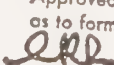
5. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 19th day of July 198 8.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

BY-LAW NO. R88-122

Being a By-law to exempt certain lands from the setback provisions of By-law No. 2613 of the former County of Wentworth.

WHEREAS the Council of the County of Wentworth did pass on the 20th day of March, 1973, By-law No. 2613, pursuant to the provisions of Section 99(4) of The Public Transportation and Highway Improvement Act, R.S.O., 1970, Chapter 201, as amended, to fix and determine the distance from the centre line of all County Roads within which the owner of any adjacent lands is not to construct any building or structure; and,

WHEREAS pursuant to Section 32 of The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, as amended, the Regional Corporation has in respect of the lands included within the regional road system, all the rights, powers and benefits and advantages conferred upon the Corporation of the County of Wentworth; and,

WHEREAS the Regional Council considers it desirable and expedient to exempt certain lands located on Fruitland Road in the City of Stoney Creek from the provisions of the aforesaid By-law No. 2613 requiring a setback of 60 feet and 70 feet respectively from the centre line of Fruitland Road, dependent on side yard or front yard designation.

NOW THEREFORE, the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

1. Notwithstanding the provisions of By-law No. 2613 of the former County of Wentworth, the houses to be constructed on lands described in Column 1 of Schedule "A" hereto attached, having a setback indicated in Column 2, from the centre line of the original road allowance of the highway indicated in Column 3 shall be deemed to be not in contravention of the provisions of Section 3(1) of the aforesaid By-law so long as the proposed houses remain.
2. Schedule "A" to this By-law forms part of this By-law.
3. This By-law shall come into force and effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 19th day of July, 1988

Approved
as to form
Regional
Solicitor

Approved
as to form
Regional
Solicitor

Chairman

Clerk

SCHEDULE "A"
TO BY-LAW NO. R88-122

<u>COLUMN 1</u> <u>DESCRIPTION OF LANDS</u>	<u>COLUMN 2</u> <u>SETBACK</u>	<u>COLUMN 3</u> <u>HIGHWAY</u>
Lots 1 to 7 inclusive and Lots 107 to 113 inclusive as shown on Plan 62M-545 (Frontage side)	19.0m (62.34 feet)	Fruitland Road
Lots 20 and 21 as shown on Plan 62M-545 (Flankage side)	16.0m (52.50 feet)	Fruitland Road

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

By-law No. R88-123

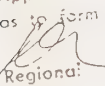
To Adopt and Authorize the Signing of an Offer
to Lease for the Proposed Regional Offices

WHEREAS Regional Council has authorized negotiations with
Regional Plaza Inc., for an Offer to Lease and Lease for proposed
Regional Main Offices.

AND WHEREAS negotiations have been completed with agreement
on the terms and conditions for the Regional Municipality to execute an
Offer to Lease and Lease with Regional Plaza Inc. for a Regional Office
Tower Project to be located on Bay Street at Market Street in the City
of Hamilton.

NOW THEREFORE the Council of the Regional Municipality
hereby enacts as follows:

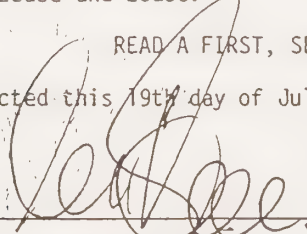
1. That the Offer to Lease attached hereto as Schedule "A"
together with Schedules "A", "B", "C" and "D" thereto is adopted and the
Regional Chairman, Clerk and Treasurer are hereby authorized and
directed to execute the aforesaid Offer and affix the Regional Seal
thereto.

Approved
as to form

Regional
Solicitor

2. That the Lease form attached to the aforesaid Offer to Lease, as Schedule "D", is adopted and the Regional Chairman, Clerk and Treasurer are hereby authorized and directed to execute the aforesaid Lease upon the advice of the Regional Solicitor.

3. That the Regional Treasurer is authorized and directed to apply to the Ontario Municipal Board for approval of the aforesaid Offer to Lease and Lease.

READ A FIRST, SECOND AND THIRD TIME and finally passed and enacted this 19th day of July, 1988.



Regional Chairman

Regional Clerk

OFFER TO LEASE

Approved
as to form

Regional
Solicitor

TO: REGION PLAZA INC.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH (the "Tenant") hereby offers to lease from you (the "Landlord") the following premises (the "Demised Premises"), upon and subject to the following terms and conditions (the "Offer"):

1. INTERPRETATION

Any capitalized terms used herein and not otherwise defined shall have the meanings attributed thereto in the Landlord's Standard Form of Lease for the Building attached hereto as Schedule "D" (the "Lease").

2. THE PROJECT

The Landlord's project (the "Project"); to be known as Region Plaza, consists of the following development on the lands shown outlined in red on Schedule "A" and more particularly described in Schedule "B", both attached hereto:

- (i) an office tower (the "Building") comprising the premises to be leased to the Tenant (the "Demised Premises") and an additional amount of office space equal to at least 37.5% of the Gross Leaseable Area of the Demised Premises and containing not less than 228,750 square feet of Gross Leaseable Area;
- (ii) a minimum of 25,000 to 30,000 square feet of commercial and retail space;
- (iii) a minimum of 110 apartment/hotel residential condominium units;
- (iv) a 15,000 square foot lobby/atrium area at least three floors in height to a minimum height of 27 feet;
- (v) an enclosed overhead pedestrian walkway from the atrium of the Building to Copps Coliseum or L.D. Jackson Square. The Landlord will be responsible for construction of the walkway via the shortest distance to at least eight feet east of the road edge on the east side of Bay Street and to provide a stairway to the sidewalk. Any additional extensions or lengthening of the walkway will be paid for by the Tenant;
- (vi) a minimum 800 space indoor parking garage;
- (vii) a commercial recreation centre.

3. THE DEMISED PREMISES

(a) Those certain Demised Premises in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and containing approximately 165,000 square feet of Gross Leaseable Area, to be located in the Building to be constructed by Landlord substantially within the area shown hatched on the plan of the Project attached hereto as Schedule "A". The Tenant will have the right, by notice in writing to the Landlord before the Landlord has leased additional space in the Building to third parties, to lease up to an additional 10,000 square feet of Gross Leaseable Area on the same terms and conditions. The Landlord will construct the Building containing the Demised Premises and at least an additional 37.5% of Gross Leaseable Area of office space. The Demised Premises will comprise the second, third, fourth and fifth floors of the Building, the two top floors of the Building, and such other full floors of the Building as the Tenant shall notify the Landlord prior to commencement of the Landlord's pre-leasing campaign. For greater clarity, it is understood and agreed that the second floor of the Building is the first office floor immediately above the atrium. Any

additional space taken by the Tenant which does not constitute a full floor, will be allocated by mutual agreement between the Landlord and the Tenant. The Demised Premises will also include an exclusive lobby of approximately 800 square feet to be located immediately adjacent to the common lobby and atrium of the Building. Such lobby shall be capable of being closed off by the Tenant from the balance of the Building. The Tenant will also have the use, in common with other tenants of the Project, of the common lobby and atrium areas shown on Schedule "A". The Tenant acknowledges receipt of a set of plans and drawings prepared by the Landlord's architects for the Project, E.I. Richmond Architects Inc., dated September 3, 1987, described as Job No. 8727 and comprising Sheets 1-7 and Terraplan (the "Drawings"). The Tenant shall have the right to name the Building by notice to the Landlord prior to the commencement of construction of the Building.

(b) The purpose of Schedule "A" and the Drawings is to indicate the approximate layout of the Project and the approximate location of the Building. The actual layout of the Project and the location and size of the Building may be varied by Landlord in its sole and unfettered discretion, subject to applicable zoning approvals and provided that the Building shall contain a Gross Leaseable Area equal to at least 137.5% of the Gross Leaseable Area of the Demised Premises, and provided further that the Gross Leaseable Area of each floor shall be at least 22,500 square feet, except for the top floor, which will be at least 12,000 square feet, and the floor immediately beneath it, which will be at least 16,000 square feet. The Tenant will have the exclusive use of any roof decks on the top two floors of the Building. The Landlord will construct a building standard roof top and such parapets as are required by the application building and zoning by-laws. The Tenant may install such roof coverings and other items it may require to make such decks suitable for its use, subject to Landlord's approval, which may not be unreasonably withheld. The Tenant shall maintain such roof decks at its own expense and shall permit the Landlord to have access thereto at all reasonable times in order to perform the Landlord's maintenance and repair responsibilities.

4. TERM

The Term of the Lease shall be for a period of 20 years from the Commencement Date thereof. Subject to paragraph 15 hereof, the Term shall commence on the earliest of:

- (i) January 1, 1992; or
- (ii) 120 days after the Tenant takes possession of the Demised Premises pursuant to paragraph 6 hereof.

5. RENT

(a) An annual Base Rent calculated as set out below, for each year of the Lease, payable in equal monthly instalments in advance on the first day of each and every month during the Term of the Lease. Base and Additional Rent for any partial calendar months at the start or expiry of the Lease shall be prorated.

<u>Year of Term</u>	<u>Base Rent per Square Foot of Gross Leaseable Area</u>
1 to 5	\$15.50;
6 to 10	\$16.50;
11 to 15	The fair market rent for premises of a similar nature in a comparable location, less \$0.50 per square foot, but, in any event, not less than \$16.50 per square foot;
16 to 20	The fair market rent for premises of a similar nature in a comparable location, less \$0.50 per square foot, but, in any event, not less than the

Base Rent paid in the 11th to 15th years of the term.

(b) If the parties are unable to agree on the fair market rent for the Demised Premises within three months prior to the commencement of the 11th year or 16th year of the Term, as the case may be, the dispute shall be referred to arbitration in accordance with the arbitration provisions of the Lease.

(c) The actual Gross Leaseable Area of the Demised Premises shall be determined by the Landlord's Consultant upon the completion of the Landlord's Work, in accordance with the method of floor measurement provided for in the Lease, and the rent payable by the Tenant shall be adjusted at the above rates in accordance with such actual area. At the Tenant's request, the Landlord shall provide a certificate signed by the Consultant, addressed to both parties certifying the Gross Leaseable Areas of the Demised Premises (including each floor and partial floor contained therein) and of the Building, as measured in accordance with the provisions of the Lease, which certificate shall be binding upon the Landlord and the Tenant unless a manifest error therein is demonstrated.

6. POSSESSION

The Tenant may take possession of the Demised Premises as soon as the Landlord's Work, more particularly described in Schedule "C" hereof, is at a sufficient stage, as determined by the Consultant, to permit the Tenant to commence the Tenant's Work. Notwithstanding the Commencement Date of the Term, the first instalment of Rent shall become due and be payable hereunder 120 days after the date on which the Consultant certifies the Demised Premises are ready for the Tenant's Work. The Landlord agrees not to give such certificate prior to September 1, 1991. If the Demised Premises are not ready for Tenant's Work on September 1, 1991 the Tenant may delay taking possession until such time as the Consultant certifies that the Demised Premises are ready and no Rent will be payable until 120 days after the date on which the Demised Premises are certified ready for the Tenant's Work. The Tenant will pay those charges provided for in Article V of Schedule "C" hereof during any rent-free period.

7. ADDITIONAL RENT AND CHARGES

(a) Tenant shall pay its own hydro, water, heating costs and all other services and utilities as may be provided to the Demised Premises, or its Proportionate Share of all such items if supplied by the Landlord. At Landlord's or Tenant's request and subject to any required approval by the applicable utility, separate meters may be installed at Tenant's expense for any utilities supplied to the Demised Premises.

(b) In addition, Tenant shall pay all its own Business Taxes and the Tenant's Proportionate Share of all Taxes and Operating Costs, as defined in the Lease, together with all other costs and expenses payable by Tenant as Additional Rent under the Lease. The Landlord, acting reasonably, shall have the right to apportion applicable expenses between the Building and other components of the Project. Such Additional Rent shall be estimated by the Landlord and paid monthly by the Tenant.

8. REPAIRS

Tenant shall maintain the Demised Premises in good order and in a first-class and up-to-date condition throughout the Term and effect, at its own expense, all repairs thereto and to the fixtures, improvements and equipment contained therein.

9. INSURANCE

Tenant shall at its own expense maintain all insurance coverages required by the Lease, including all applicable public liability insurance on the Demised Premises, naming the Landlord and Tenant as insured, in the amount of not less than \$2,000,000,

and insurance covering plate glass in the Demised Premises and all its leasehold improvements, equipment, chattels, fixtures and inventory.

10. ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to assign or transfer or otherwise encumber ("Transfer") this Offer to another person, firm or corporation, or sublet or part with the possession of the whole or any part of the Demised Premises without first obtaining Landlord's consent thereto, which consent may, in the circumstances, be unreasonably withheld for any reason whatsoever in the Landlord's unfettered discretion.

11. USE OF PREMISES

The Demised Premises shall be used for the purposes of municipal offices and for other related purposes and for no other use whatsoever without the Landlord's prior written consent, which shall not be unreasonably withheld. If the Tenant breaches this covenant in any manner, the Landlord shall have the immediate right to terminate the Lease or this Offer and to recover from the Tenant all damages incurred by it as a result of the breach of this covenant, including loss of Rent arising as a result of such termination.

12. LEASE

The Lease shall be prepared by the Landlord on the form attached as Schedule "D" hereto. If there is any conflict between the express terms of this Offer and any provision of the Lease, the provisions of the Offer shall govern, but the amplification or clarification in the Lease of any provision of this Offer shall not be considered to be such a conflict. Tenant shall execute the Lease before taking possession of the Demised Premises and, in any event, within 30 days after delivery of the final form of Lease to Tenant, but any failure to do so shall not affect the validity or enforceability of the agreement constituted by acceptance of this Offer or the rights of the parties hereunder.

13. CONSTRUCTION

(a) As soon as possible after acceptance hereof, the Landlord's Consultants will meet with the Tenant's Architects, engineers and planners to work together towards finalization of the Tenant's space requirements and the design of the Building. All required approvals for drawings and specifications shall be given expeditiously and shall not be unreasonably withheld.

(b) The Landlord will perform the Landlord's Work in a good and workmanlike manner in accordance with Schedule "C" hereto and use reasonable efforts to complete the Landlord's Work in accordance with the schedule established by the Landlord for the completion and occupation of the Building. The Tenant agrees to review and approve the Landlord's standard specifications for the Building not later than July 20, 1988.

(c) Tenant shall complete all Tenant's Work specified in Schedule "C" hereto in a good and workmanlike fashion and shall not permit nor suffer to remain any liens against the title to the Project.

(d) The Tenant acknowledges that the Landlord may, before or during the Term or any renewal of the Lease, construct an additional building or buildings within the Project and/or renovate or construct additional office space in other portions of the Building. The Tenant agrees that the Landlord will not be responsible for any temporary inconvenience or any resulting loss or damage suffered by Tenant as a result of such work, physical damage to the Demised Premises excepted provided the Landlord uses its best efforts to ensure that any such construction or renovation shall not unduly interfere with the Tenant's use and enjoyment of the Demised Premises.

(e) The Tenant agrees to cooperate in all respects with the Landlord to assist it in obtaining all zoning, Official Plan, site plan and development approvals required from the City of Hamilton, the Regional Municipality of Hamilton-Wentworth, Ontario Municipal Board and any other governmental body having jurisdiction with respect to this Offer and the Project.

(f) The Landlord shall, forthwith after execution of this Offer, and subject to obtaining any required approvals, proceed diligently to construct the Building and the Project until completion and, in particular, the Project is to be substantially completed when the Tenant occupies the Demised Premises at the start of the Term.

14. FIXTURING ALLOWANCE

The Landlord shall give the Tenant an allowance of \$20.00 per square foot based on the actual Gross Leaseable Area of the Demised Premises, as determined by the Consultant, in respect of the costs incurred by the Tenant in making the leasehold improvements included as Tenant's Work, including, without limitation, partitioning, doors, hardware, broadloom, electrical outlets and any alterations required to the existing mechanical, heating, air-conditioning or electrical systems to facilitate installation of such improvements, on the following terms and conditions:

- (i) the Tenant shall provide to the Landlord satisfactory evidence, including, if required by the Landlord, a statutory declaration of the Tenant or its contractors that full payment has been made of all invoices for services, materials and equipment rendered in respect of the making of the improvements; and
- (ii) the allowance shall not be given to the Tenant until the last to occur of:
 - A. the expiry of any applicable periods of time during which a valid lien may be registered against the title to the Tenant's leasehold estate by reason of the Tenant's Work;
 - B. execution of the Lease by the Tenant;
 - C. the opening for service to the public of the Tenant in the Demised Premises;
 - D. the commencement of the Term;
 - E. execution by the Tenant of any estoppel certificate required by the Lease; and
 - F. completion in full by the Tenant, in the opinion of the Consultant, of the Tenant's Work in accordance with the plans and specifications submitted for approval by the Tenant and approval by the Landlord pursuant to this Offer and the Lease.

The allowance shall be applied by the Landlord as a credit against the first instalment or instalments of Base Rent and Additional Rent falling due under the Lease, or in such other manner as the parties may agree upon.

15. DELAYS

Notwithstanding anything to the contrary contained in the agreement constituted by acceptance of this Offer, if the Landlord shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, inability to procure materials or services, failure of power, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, Acts of God or other reason, whether of a like

nature or not, not the fault of the Landlord, including failure to obtain any necessary Official Plan, zoning, site plan or development approvals from any governmental body, then performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act and any term, covenant or act of the Tenant thereby affected shall be extended for a period equivalent to the period of such delay.

16. RIGHT OF FIRST REFUSAL

(a) If any space leased to third parties in the Building (the "Additional Premises") becomes vacant at any time or from time to time during the Term, the Tenant shall have the first right to lease such Additional Premises from the Landlord upon the same terms and conditions as the Lease, save and except for the Base Rent and except as hereinafter provided, for the remainder of the Term:

- (i) the Landlord shall give the Tenant not less than 60 days' notice setting forth the date on which the Term of the Additional Premises will begin and the rate of Base Rent which the Landlord will accept;
- (ii) such right shall be exercisable by notice not more than seven days after the notice by Landlord under Clause (i) has been given;
- (iii) in the absence of notice by the Tenant given within the period stipulated in Clause (ii), the Tenant shall have no right to lease the Additional Premises; provided that if the Landlord proposes to lease the Additional Premises at a lower Base Rent than that set forth in its Notice under Clause (ii), the provisions of this Section shall again apply;
- (iv) Additional Premises shall not include the right to the use of any additional parking spaces, which shall be governed by paragraph 17 hereof; and
- (v) if the Tenant exercises this right, the Landlord and the Tenant shall enter into a supplement to the Lease to include the Additional Premises, all as above provided.

(b) In order to accommodate the Tenant's projected future space needs, the Landlord agrees that the leases for Additional Premises having an aggregate Gross Leaseable Area equal to 25% of that of the Demised Premises (including at least one full floor contiguous to the Demised Premises) shall be for a term (including renewals) not exceeding five years from the Commencement Date. In addition, if Additional Premises in excess of 25% of the Gross Leaseable Area of the Demised Premises are built, the Landlord will limit the terms of the leases of a second full contiguous floor to not more than 10 years (including renewals).

17. PARKING FACILITIES

The Landlord shall make available for the use of the Tenant during the Term of this Lease parking for 150 cars in the Building's indoor parking facility. 15 of such spaces shall be available on a 24-hour per day, seven day per week basis and the remaining 135 spaces will be available on a five day per week basis from 8:00 a.m. to 6:00 p.m. The Tenant will have the use of such parking spaces rent-free during the times set out above, and agrees to pay Landlord's or Landlord's parking operator the prevailing rates for such spaces at other times. The Tenant will have the right, on giving notice to the Landlord prior to the Commencement Date, to lease an additional 100 parking spaces in the indoor parking facility. If the Tenant does not exercise the right to such additional 100 spaces prior to the Commencement Date, the Tenant acknowledges that it may only have the use of any such additional spaces which may become available from time to time, allocated on a pro rata basis between the Tenant and

other tenants of the Building. For all such additional spaces, the Tenant shall pay to the Landlord, throughout the Term of this Lease, a parking fee at the prevailing rate being charged by the Landlord or its parking operator for parking spaces in the parking facilities of the Building, from time to time. Each such monthly payment of the parking fee shall be made in advance, together with the monthly payments of Base Rent, on the first day of each and every month throughout the Term. It is understood and agreed that the use of each such parking space by the Tenant is subject to the exclusive control of the Landlord and that the Landlord may make such rules and Regulations with respect to the use of the parking facilities in the Building as the Landlord deems advisable from time to time. The Landlord will provide such security for the parking facilities as it considers appropriate from time to time, in keeping with the standard of security provided in similar facilities. The Landlord may delegate the provision of security to the person, firm or corporation which, by contract with the Landlord from time to time, may operate or manage the parking facility.

18. NOTICES

All notices or other documents required or which may be given under this Offer shall be in writing, duly signed by the party giving such notice and delivered or transmitted by registered or certified mail, telegram or telex addressed as follows:

Landlord: Region Plaza Inc.
 2 St. Clair Avenue East
 Suite 1202
 Toronto, Ontario
 M4T 2T5
 Attention: Warren S. Green

Tenant: Regional Municipality of
 Hamilton-Wentworth
 119 King Street West
 12th Floor
 Hamilton, Ontario L8N 3V9
 Attention: Kenneth Anderson, Regional
 Solicitor

or to any solicitor or firm of solicitors for the time being acting for the Landlord or the Tenant. Any notice or document so given shall be deemed to have been received on the fourth business day following the date of mailing, if sent by mail, but shall be deemed to have been received on the next business day if transmitted by telex or telegram. In the event of interruption of the postal system by labour strife, such notice shall be sent by telex or telegram or delivered. Any party may from time to time, by notice given as provided above, change its address for the service of notices.

19. SUBORDINATION

The Tenant agrees to subordinate its rights under this Offer or under the Lease in favour of any Mortgagee of the Building or the Project and to execute all acknowledgements, notices and subordination agreements as may be required for such purpose; provided that the Landlord is able to obtain and deliver to the Tenant a non-disturbance agreement in the usual form of the Mortgagee in favour of the Tenant.

20. REGISTRATION

This Offer shall not be registered against the title to the Project and the Landlord may, in the event of the breach of this covenant, declare the Offer and/or the Lease to be null and void. The Tenant shall have the right to register a notice of lease in form satisfactory to the Landlord upon the Commencement of the Term; the Tenant shall register such a notice at the Landlord's expense, upon receipt of a request from the Landlord.

21. CONDITION

The agreement constituted by acceptance of this Offer is conditional upon the Tenant obtaining the approval of the Ontario Municipal Board pursuant to the Ontario Municipal Board Act or any other applicable legislation to the Tenant's financial obligations under the Lease. The Tenant agrees to apply expeditiously for such approval and to prosecute such application in good faith. If such approval is denied, the agreement hereby constituted shall be null and void and neither party hereto shall have any claim against the other in respect of any matter arising under this Offer.

22. GENERAL

(a) The preparation of this Offer by Landlord and the completion of any blanks herein shall not be construed as an offer by Landlord to Tenant. This Offer shall not be binding on the Landlord until it has been accepted in writing by the Landlord and a fully executed copy thereof delivered to Tenant or its representative. The provisions of this Offer with respect to the Commencement Date, the Landlord's option to withdraw its acceptance, the obligation of the Tenant to pay Rent and Landlord's and Tenant's Work shall not merge upon, but shall survive, the execution and delivery of the Lease.

(b) It is understood and agreed that there is no representation, warranty, collateral agreement or condition affecting this Offer or the Demised Premises, except as specifically referred to herein.

(c) Time shall be of the essence of this Offer and each and every part thereof.

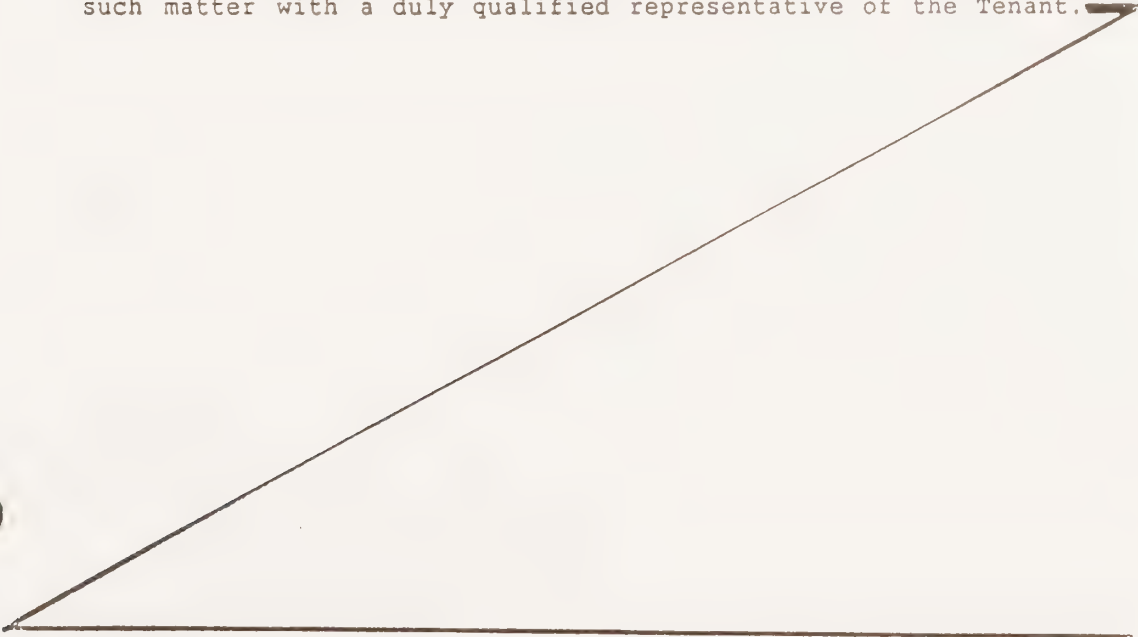
(d) This Offer shall be interpreted and construed in accordance with the laws of the Province of Ontario.

(e) This Offer shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, representatives, successors and permitted assigns.

(f) Schedule B hereto shall be replaced by a registrable Reference Plan of the Project, as soon as reasonably practicable.

23. CONSULTANTS

Wherever in this Offer or the Lease, or any Schedule to either of them, provision is made for a determination or certificate of the Landlord's Consultant, it is expressly understood and agreed that no determination shall be made or certificate issued until such time as the Consultant shall review such matter with a duly qualified representative of the Tenant.



The arbitration provisions contained in the Lease shall also apply to any dispute arising from a determination or certificate of a Consultant under this Offer.

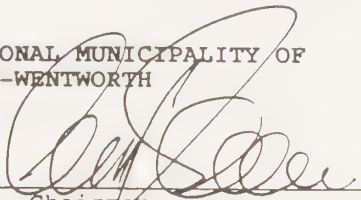
24. OFFER IRREVOCABLE

This Offer shall be irrevocable by the Tenant and open for acceptance by the Landlord until 5:00 p.m. on the _____ day of August, 1988.

DATED at Hamilton, this _____ day of August, 1988.

IN WITNESS WHEREOF the Tenant has executed this Offer.

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH
Per:



Chairman



Clerk



Treasurer

OFFICE OF THE CLERK
APPROVED BY COUNCIL

DATE: July 19, 1988
REPORT AC 288 ITEM 1
INTL: SS 376 YEAR/FILE

25. ACCEPTANCE

The undersigned Landlord hereby accepts the foregoing Offer and all its terms and conditions.

DATED at Toronto, this _____ day of August, 1988.

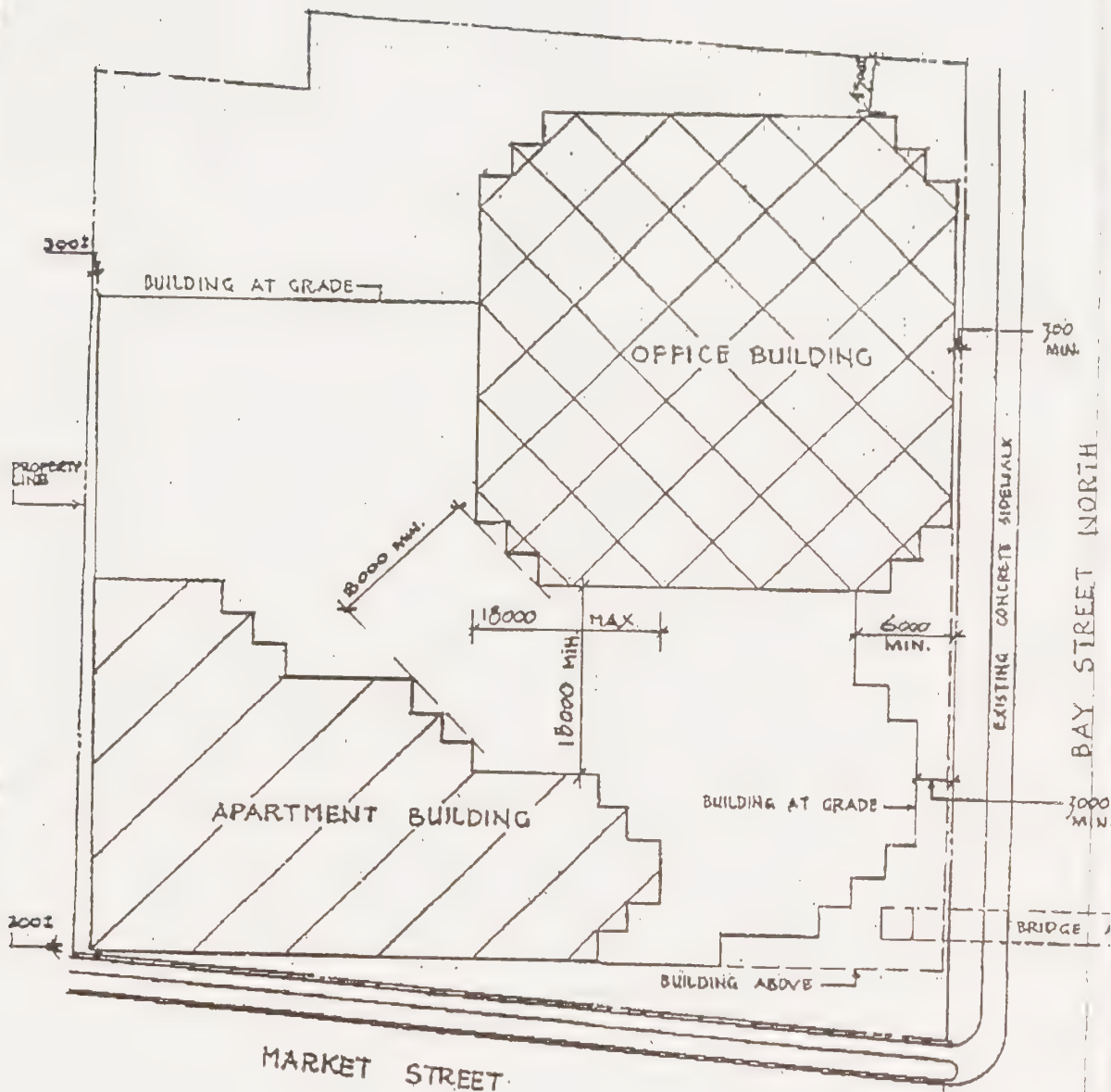
IN WITNESS WHEREOF the Landlord has executed this Offer.

REGION PLAZA INC.
Per:

President



Vice-President



SCHEDULE "B"

LEGAL DESCRIPTION OF THE PROPERTY

FIRSTLY

In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and being composed of all of lots numbers 20, 21, 26 and 27; parts of lots numbers 19, 22, 23, 24, 25 and 28; and also a portion of the ten foot wide alley-way lying between Caroline and Bay Streets as shown on an unregistered plan of subdivision known as Sir Allan Napier MacNab Survey, in the block bounded by Caroline, Market, Bay and Napier Streets, and described as follows:

PREMISING the bearings used herein are assumed astronomic and referred to the Ontario Co-ordinate System, Zone 10, Central Meridian 79 degrees 30 minutes West Longitude.

COMMENCING at a cross cut in concrete in the northern limit of Market Street distant 60.399 metres measured on a course of S68 degrees 32 minutes 43 seconds E along the aforesaid northern limit from an iron bar planted in the eastern limit of Caroline Street South.

THENCE N 18 degrees 14 minutes 13 seconds E 83.951 metres more or less to an iron bar planted in the southern limit of Napier Street.

THENCE S 68 degrees 58 minutes 19 seconds E along the southern limit of Napier Street 81.836 metres more or less to an iron bar planted at the northwest corner of a parcel of land designated as PART 4 on a plan of survey deposited in the Land Registry Office at Hamilton as Number 62R-2602.

THENCE S 17 degrees 13 minutes 50 seconds W along the western limit of PARTS 4, 3 and 2 as shown on Plan 62R-2602, 84.655 metres more or less to an iron bar planted in the northern limit of Market Street.

THENCE N 68 degrees 32 minutes 43 seconds W along the northern limit of Market Street 83.345 metres more or less to the point of commencement.

SECONDLY

Part of Napier Street on the unregistered Plan known as Sir Allan Napier MacNab Survey in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and designated as Part 2 on Plan 62R-7789.

SCHEDULE "C"

LANDLORD'S AND TENANT'S WORK

I. TENANT'S ACKNOWLEDGMENT

1.01 Interpretation - Any capitalized terms used herein and not otherwise defined shall have the meanings attributed thereto in the Lease.

1.02 Lease Outline - In order for the Landlord's Work and Tenant's Work to proceed expeditiously, the Landlord will provide to the Tenant a Lease Outline (including working drawings), relating to the design and construction of the Demised Premises in the Building and the Tenant agrees to comply with and to cause its contractors and subcontractors to comply with the Lease Outline in addition to any other requirements set out in this Schedule.

1.03 Timely Performance by Tenant - The time periods set out in the Lease Outline and this Schedule for completing the Tenant's obligations represent maximum allowable time periods. The Tenant agrees to proceed expeditiously and to complete the Tenant's obligations as much in advance of the maximum allowable time periods as possible.

1.04 Access - The Landlord will be entitled to continue with its construction activities in the Demised Premises and in the Building at all times, including the Rent Free Period described in Section 4.08 of this Schedule.

1.05 Consultant's Opinion - The opinion in writing of the Consultant is binding on both the Landlord and the Tenant respecting all matters of dispute regarding the Landlord's Work and the Tenant's Work, including the state of completion and whether or not work is completed in a good and workmanlike manner and in accordance with the Lease Outline and this Lease.

II LANDLORD'S WORK

2.01(a) The Landlord is not required to provide any materials or to do any work to or in respect of the Demised Premises except the work and materials referred to below (the "Landlord's Work"). The Landlord's Work is set out in a book delivered to the Tenant and identified as "E. I. Richmond Architects - Specification Project: 8207", dated December 17, 1987, as may be revised from time to time by agreement between the Landlord and Tenant. In the event of any conflict between any provision of this Offer and the said specifications, the provisions of the said specifications will prevail.

(b) Any part of the Tenant's Work that in the opinion of the Landlord may affect the structure of the Demised Premises or any part of the Building or any of the electrical, mechanical or base building system of the Building shall be performed by the Landlord or its contractors at the expense of the Tenant. The charges by the Landlord's contractor to the Tenant for such work shall be competitive with other contractors in the City of Hamilton for similar work.

(c) Any delay in the completion of the Landlord's Work by reason of delays in the performance or a lack of information relating to the Tenant's Work shall not operate to postpone the Commencement Date.

III TENANT'S WORK

3.01 (a) The Tenant will provide and carry out, in accordance with the Lease Outline and this Schedule, at its expense, all equipment and work other than the Landlord's Work required to be provided or performed in order to render the Demised Premises complete and suitable to open for business (the "Tenant's Work").

(b) The Landlord may, at its option, perform any work forming part of the Tenant's Work at the expense of the Tenant.

(c) Any damage to the Demised Premises or the Building caused during the performance of the Tenant's Work by the Tenant, its contractors, sub-contractors, tradesmen or material suppliers or anyone for whom it is responsible in law shall be repaired immediately by the Tenant, or, at the Landlord's option, by the Landlord at the expense of the Tenant, and the Tenant shall also pay to the Landlord upon demand as Additional Rent an administration fee of 15% of the cost of the work and materials.

IV SCHEDULE FOR TENANT'S WORK

4.01 Tenant's Plans - Within 90 days after the Tenant receives the Lease Outline, the Tenant will provide to the Landlord five copies of each of its plans and specifications and such other information as may be necessary for the Landlord's Work to proceed and for the Tenant's Work to be approved under the terms of this Lease. Without limiting the generality of the foregoing the Tenant shall provide complete working drawings and specifications for the following:

1. Floor Plan
2. Suspended Ceiling
3. Interior Elevations
4. Interior Finishing Schedule
5. Plans and specifications for mechanical, electrical and plumbing work, if applicable. These plans and specifications must also include details and performance characteristics regarding all fixtures and equipment.
6. Expansion-joint details (if applicable)
7. Any other special facilities or installations that affect the building
8. Specifications and identification of materials for all plans and work

4.02 Approval of Plans and Specifications

All plans and specifications for the Tenant's Work shall be subject to the written approval of the Landlord and all of the Tenant's Work shall be completed in conformity therewith.

4.03 Default

If the necessary plans, specifications and/or other information to be provided to the Landlord by the Tenant in order to install electrical, plumbing, sprinklers, mechanical or other Landlord's Work are not received by the Landlord within the 90-day period provided for in Paragraph 4.01 hereof, then upon five days prior notice to the Tenant, the Landlord shall have the right at its option to cancel the Lease. In any event, the Landlord will not delay its work because of failure or delay on the part of the Tenant to provide the information required herein. Additional costs incurred by the Landlord resulting from the Tenant's failure or delay shall be paid promptly by the Tenant upon the Landlord's demand.

4.04 Revision of Plans

If the Landlord requires revisions to the Tenant's plans and specifications prior to giving approval, such revisions are to be made within 15 days by the Tenant. If these revisions are not made within 15 days, then upon five days prior notice to the Tenant, the Landlord shall have the right at its option to either (a) treat the matter as though five copies of the complete plans and specifications of the Tenant had not been provided to the Landlord by the Tenant within the 90-day period provided in Paragraph 4.01 hereof, or (b) make such revisions to the Tenant's plans and specifications as it may deem proper and at the Tenant's expense.

4.05 If progress of the Tenant's Work is impeding the progress of the Landlord or its contractors, then upon five days prior notice to the Tenant, the Landlord shall have the right at its option to establish and fix the date on which the Landlord's Work would otherwise have been completed and Demised Premises ready for the Tenant to perform its work as provided in Section 4.07 of this Schedule. The cost of any delays incurred by the Landlord shall be paid by the Tenant on demand.

4.06 Where the Tenant's plans and specifications as approved by the Landlord are incorporated in the Landlord's plans and specifications for the Demised Premises and the Tenant wishes to make any change therein of which the Landlord approves, the Tenant shall pay the costs to the Landlord of incorporating such changes in the Landlord's plans and specifications, and the Landlord's construction costs of the work required in making such change, plus an administration fee of 15% of all payable to the Landlord prior to the Demised Premises opening for business.

4.07 Commencement of Tenant's Work - When the Tenant has received, (a) the notification referred to below in Section 4.08(a), and (b) notification from the Landlord that the Tenant has satisfied the Landlord's requirements in accordance with Section 6.01 below the Tenant will proceed immediately to complete the Tenant's Work.

4.08 Rent Free Period - The Rent Free Period is the period starting on the date when the Landlord notifies the Tenant that (i) it has approved the Tenant's Plans, and (ii) the Demised Premises are, in the opinion of the Consultant, available for commencement of the Tenant's Work; or the date when (i) the Tenant defaults in submitting the Tenant's Plans or satisfactory revisions of the Tenant's Plans within the time periods provided in Section 4 of this Schedule and (ii) the Landlord's Work, which can feasibly be performed independently of the Tenant's Plans, has been substantially completed, and ending 120 days after the Rent Free Period has started.

4.09 The Landlord may, upon reasonable notice to the Tenant, require the Tenant to commence and complete or partially complete as the Landlord may direct, part or parts of Tenant's Work in advance of the date upon which the Demised Premises are deemed to be ready for the commencement of Tenant's Work, where the relationship of such part or parts of Tenant's Work to any part or parts of Landlord's Work is such that the Landlord considers it necessary or expedient to do so, but otherwise the Tenant shall not commence Tenant's Work until receipt of the notice referred to above.

4.10 If and whenever and to the extent that the Landlord shall be delayed in performing or completing the Landlord's Work in the Demised Premises or the Tenant shall be delayed in performing or completing the Tenant's Work, by reason of any matter referred to in Section 22.01 of the Lease, the time for performance or completion of the work so delayed by the party obligated to perform or complete it shall be extended during the period in which such circumstances operate to delay the fulfillment of such obligation, and the other party shall not be entitled to compensation for any inconvenience, delay or expense thereby occasioned. The Tenant further agrees that if by reason of a delay, whether avoidable or not, in the commencement or completion by the Landlord of the Landlord's Work in the Demised Premises, the deferment of the obligation of the Tenant to pay Rent shall be accepted by the Tenant as full compensation for the delay. In order for either party to claim a delay under this part, notice thereof must be given to the other.

V INTERIM SERVICE CHARGES

5.01 During the Rent Free Period the Tenant will not have to pay Base Rent, Additional Rent or Tenant's Proportionate Share of Operating Costs but will pay to the Landlord at the times and in the manner directed by the Landlord:

(a) the charge or costs for all utilities consumed by it in the Demised Premises; and

(b) an amount equal to \$1.00 per square foot of the Demised Premises representing a fixed charge for services which the Landlord may provide to the Building during the construction period, including temporary lighting, heating, garbage removal from designated drop-off locations, increased security forces, and insurance contracted by the Landlord in excess of that required to be contracted by Tenant.

VI LANDLORD'S REQUIREMENTS FOR TENANT'S WORK

6.01 Requirements Prior to Commencement of Tenant's Work - The Tenant will before entering the Demised Premises for any purpose.

(a) obtain the Landlord's written approval of the Tenant's Plans;

(b) provide the Landlord with certificates of insurance on the Landlord's standard form duly executed by the Tenant's insurers evidencing that the insurance required to be placed by the Tenant under the Offer and/or the Lease has been contracted;

(c) provide evidence satisfactory to the Landlord that the Tenant has obtained at its expense all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction, and post permits when required by law. Should the Tenant fail to obtain any required consent, permit, license, inspection or certificate, the Landlord may, but shall not be obligated to, obtain it on behalf of the Tenant at the Tenant's expense and the Tenant will pay to the Landlord on demand an administration fee of 15% of the costs and expenses.

6.02 Requirements for Performance of Tenant's Work - In the performance of the Tenant's Work the Tenant will:

(a) comply with all applicable laws, building codes, permits and approvals as well as the requirements of the Landlord's insurers;

(b) after satisfying all the requirements of Section 6.01 hereof but not before, proceed to complete the Tenant's Work in a good and workmanlike manner using new materials. Materials and workmanship shall be uniformly high quality and used and/or performed in accordance with the very best standards of practice and shall be subject to the approval of the Landlord;

(c) all Tenant's Work shall be designed by architects, engineers, consultants and such others of this type and approved by the Landlord, and such Work shall be installed by contractors and sub-contractors approved by the Landlord. The Tenant's Work shall be performed by competent workmen whose labour affiliations are not incompatible with those of the workmen of the Landlord's general contractors or its sub-contractors;

(d) comply with and cause its contractors and sub-contractors, tradesmen and suppliers to comply with all the provisions of the Lease Outline and this Schedule, or as may be required from time to time by the Landlord;

(e) retain one set of the Tenant's Plans with the Landlord's approval endorsed on them at all times on the Demised Premises during the period when the Tenant's Work is being performed; and

(f) permit the Landlord, without prejudice to the Landlord's other remedies, at the Tenant's expense, to remove any Tenant's Work undertaken without the Landlord's prior written approval and to restore the Demised Premises to their prior condition, and the Tenant will pay the Landlord, on demand, the costs of removal together with an administration fee of 15% of such costs.

6.03 Requirements After Performance of Tenant's Work - The Tenant will, upon completion of the Tenant's Work and when requested by the Landlord;

(a) provide the Landlord with a statutory declaration (the "Declaration"): (i) stating that the Tenant's Work has been



performed in accordance with all of the provisions of the Lease Outline and this Schedule and that all deficiencies (if any) which the Landlord has brought to the Tenant's attention have been corrected; (ii) stating that there are no construction, or Worker's Compensation or other liens or encumbrances affecting the Demised Premises or the Building in respect to work, services or materials relating to the Tenant's Work; and that all accounts for work, services and materials have been paid in full with respect to all of the Tenant's Work; (iii) listing each contractor and sub-contractor who did work or provided materials in connection with the Tenant's Work; and (iv) confirming the date on which the last such work was performed and materials were supplied; and

(b) provide to the Landlord a clearance certificate issued under the Worker's Compensation Act of the Province in respect of each contractor and sub-contractor listed on the declaration.

VII PAYMENT SCHEDULE

7.01 Any equipment or work or materials ("Work") supplied by Landlord at Tenant's request other than that which the Landlord is required hereunder to supply at the Landlord's expense, shall be paid for by the Tenant as follows:

(a) The amount payable shall be paid within 30 days after the receipt of a statement therefor. The cost of such Work shall include (in addition to labour, material and applicable taxes) architectural, engineering and contractor's fees plus 15% of the total added thereto for supervision by the Landlord.

(b) The Tenant agrees that failure to pay any amounts payable by the Tenant to the Landlord under the provisions of this Article in the manner provided herein shall constitute a default under Article 13 of the Lease.

VIII INSURANCE

8.01 Liability Insurance -

(1) Comprehensive General Liability Insurance

(a) The Tenant's contractor shall provide and maintain either by way of a separate policy or by an endorsement to its existing policy, comprehensive general liability insurance acceptable to the Landlord and subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof.

(b) All such policies shall name the Landlord and persons, firms or corporations designated by the Landlord as additional named insureds as their interest may appear.

(c) The insurance shall preclude subrogation claims by the insurer against anyone insured thereunder.

(d) The comprehensive general liability insurance shall include coverage for:

- (1) Demised Premises and operations liability
- (2) products or completed operations liability
- (3) blanket contractual liability
- (4) owner's and contractors protective liability on a broad form property damage occurrence basis
- (5) cross liability
- (6) elevator and hoist liability

- (7) contingent employer's liability
- (8) all risk Tenant's legal liability
- (9) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry
- (10) shoring, blasting, excavation, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable
- (11) liability with respect to non-owned licensed vehicles

(2) Automobile Liability Insurance

The contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than \$2,000,000 inclusive.

(3) All liability insurance shall be maintained continuously until six months after the date of completion of the Landlord's and Tenant's work.

(4) The Tenant's contractor shall provide the Landlord with evidence of all liability insurance prior to the commencement of the Tenant's Work and shall promptly provide the Landlord with a certified true copy of each insurance policy.

(5) All liability insurance policies shall contain an endorsement to provide all named insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 60 days' after written notice of such change or cancellation shall have been given to all named insureds."

8.02 Property Insurance -

(1) The Tenant's contractor shall provide and maintain property insurance acceptable to the Landlord insuring the full value of the Landlord's and Tenant's Work being done in the amount of the contract price. The policies shall name the Landlord and any such other person, firms, or corporations designated by the Landlord as additional named insureds as their interest may appear. The policies shall preclude subrogation claims by the insurer against anyone insured thereunder.

(2) Such coverage shall be provided for by way of a Builders' All Risk Policy, and such other coverages as specified in Landlord's Lease Outline.

(3) The Tenant's contractor shall provide the Landlord with evidence of all insurance prior to the commencement of the Tenant's Work and shall promptly provide the Landlord with a certified true copy of each insurance policy.

(4) All such insurance shall be maintained continuously until ten days after the date that final payment is made for total performance. All such insurance shall provide for the Landlord to take occupancy of the Tenant's Work or any part thereof during the term of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Landlord's expense.

(5) The policies shall provide that, in the event of a loss, payment for damage to the Landlord's or Tenant's Work shall be made to the Landlord, the Tenant and the Tenant's contractor as their respective interests may appear. The Tenant's contractor shall act on behalf of the Landlord, the Tenant and himself for

the purpose of adjusting the amount of such loss with the insurers. On determination of the extent of the loss, the Tenant's contractor shall immediately proceed to restore the Demised Premises and shall be entitled to receive from the Landlord and from the Tenant, in addition to any sum due under the Tenant's contract, the amount at which the Landlord's and Tenant's interest in the restoration work has been appraised. Damage shall not affect the rights and obligations of the Landlord or the Tenant hereunder, except that the Tenant shall be entitled to a reasonable extension of time for completion of the Tenant's Work.

(6) The Tenant's contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies.

The Tenant agrees that, if the Tenant's contractor fails to take out or keep in force any such insurance, the Landlord will have the right to do so and pay the premium therefor and, in such event, the Tenant shall repay to the Landlord the said premium forthwith on demand plus an administration fee of 15% of the cost of such insurance.

APPENDIX TO SCHEDULE "C"

The following documents form part of Schedule "C":

1. Outline Mechanical Performance Specification for the Regional Municipality of Hamilton-Wentworth. Proposed Regional Headquarters and Commercial Complex for Merchant Group, Hi Rise Group prepared by Andrew Hidi & Associates Inc., Mechanical Consulting Engineers. Dated November, 1987.
 2. Outline Electrical Specifications for the Regional Municipality of Hamilton-Wentworth. Proposed Regional Headquarters and Commercial Complex for Merchant Group, Hi Rise Group prepared by E.A. Rae & Associates Ltd., Consulting Electrical Engineers. Dated November, 1987 and revised July, 1988.
-

APPENDIX TO SCHEDULE "C"

The following requirements form part of Schedule "C":

ELEVATORS:

The minimum requirements shall be as follows:

Morning Upbound Peak - Average waiting time of 20 seconds.
11.5% Up Traffic.
1% Counterflow.
1% Interfloor.

12:00 Noon - Two way peak (14%). Average waiting time of not more than 32 seconds.

Down Peak - To empty building in one half hour.

The Landlord must provide an Elevator Study for the Regional Office Tower which will clearly demonstrate the minimum requirements as stated above. This study must be prepared by a qualified independent elevator consultant approved by the Tenant.

DESIGNATED SMOKING AREAS:

Should the Tenant adapt a policy of providing designated smoking areas in the building, the smoke fumes emitted must not return into the heating and air conditioning system. The smoke fumes must be exhausted from the building at a point higher and remote from the building's fresh air intake.

CURTAIN WALL SYSTEM:

The Curtain Wall System shall be of superior quality to meet the following criteria:

1. The "R" value shall be a minimum of 13.00.
2. The air infiltration and ex-filtration through the curtain wall shall not exceed 0.06 C.F.M./sq. ft at 1.56 PSF pressure difference.
3. There shall be no water infiltration into the building under design windloads.
4. No condensation shall form on any interior surfaces of the aluminum members before any of the exposed area of the sealed units reach the dew point temperature.
5. Glass thermal performance shall have a shading co-efficient of 0.60 max.
6. An independent testing company shall furnish tests verifying that the system used will meet this criteria.

CEILING SYSTEM:

Lay-in ceiling system to consist of an air supply boot over light fixture and a continuous air supply "slot" around the exterior perimeter. Ceiling tile to be top quality mineral tile to Can2-92.1-M77 standard.

APPENDIX TO SCHEDULE "C"

OUTLINE PERFORMANCE SPECIFICATION

FOR

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

PROPOSED REGIONAL HEADQUARTERS

AND

COMMERCIAL COMPLEX

FOR

MARCHANT GROUP, HI-RISE GROUP

ARCHITECT

E. I. RICHMOND ARCHITECTS
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NOVEMBER, 1987

ELEVATOR CAR INTERIOR FINISHES:

All elevator car interior finishes shall have at least the following or similar quality:
Vandal resistant wall and door finishes
Example: Walls in DP30 Raised panels (Otis)
Doors in DD94B (Otis)
Floors - Granite
Handrails - Granite (Min. 4") 3 sides
Ceilings - pot lights set in suspended stainless Steel Ceiling

1. PLUMBING, DRAINAGE AND FIRE PROTECTION

1.1 GENERAL

The plumbing and drainage work for this project shall be done in accordance with the applicable codes and shall have approval of any or all municipal authorities or agencies having jurisdiction.

1.2 SCOPE OF WORK

Work included:

- a) All excavation and backfill required for plumbing utilities and drainage work shall be provided.
- b) All storm, sanitary and water piping shall extend and connect to street services.
- c) A complete system of sanitary, vent and storm drainage piping within building except for tenant areas which are roughed or stubbed in, suitable for stacked coffee rooms.
- d) Complete system of water piping including metering and valves except for tenant areas which are stubbed in only.
- e) Gas fired hot water heaters including storage tanks, supports, circulation pumps, related appurtenances and controls.
- f) Insulation of water piping, sanitary piping and horizontal storm drainage piping.
- g) Plumbing fixtures and accessories of commercial type and quality, with handicapped fixtures as required.
- h) Starting and control equipment for all factory wired and mounted control panels for motors or electrically-operated equipment required for plumbing work.
- i) Foundations, supports and housekeeping pads under pumps, heaters, etc., shall be provided for plumbing work.
- j) Testing of the plumbing and piping systems shall be done in strict accordance with all applicable codes.
- k) A system of 3/4 inch non-freeze hose bibbs protected with vacuum breakers and locking devices on 200 foot centres together with distribution piping on the periphery of the building.
- l) Provide watertight sleeves for all piping entering or leaving the building.
- m) Piping and equipment identification labelling.
- n) Provide all diesel engine generator oil storage, handling and exhaust system. Install and connect mufflers supplied by electrical contractor.

1.3 PIPING MATERIAL

- a) Underground soil, waste and storm drainage piping in sizes 3 inches and larger within buildings shall be service weight cast iron soil pipe with tyseal gaskets.
- b) Above ground soil, waste, vent and storm drainage piping within buildings shall be no hub cast iron.
- c) Water piping in building shall be copper type 'K' underground and type 'L' up to 2 inches above ground with solder type wrought copper fittings. Above 2 inches, use schedule 40 galvanized either victaulic or screwed, or 125 #F.F. flanged fittings.
- d) Exposed piping at fixtures shall be I.P.S. brass made up with 125 pound screwed brass fittings nicked and chrome plated finished or flex supplies copper chrome plated.

1.4 HOT WATER SYSTEM

- a) Water heaters with capacities and efficiency ratings to furnish up to 120 deg. F. hot water for domestic use.

1.5 INSULATION

- a) Hot water vessels and piping will be insulated to minimize heat loss.
- b) The hot water generator will have factory-applied insulation.
- c) Hot water and cold water piping will be covered by preformed fibre-glass insulation with thickness to suit pipe sizes. Protective jackets of fibreglass reinforced kraft paper, factory applied to the insulation, will be provided on both water systems. In addition, the cold water jacket will include a vapour barrier lamination.
- d) All longitudinal and transverse joints will be sealed with pressure sensitive adhesive sealing strips and are either an integral part of the jacket or separately applied.

1.6 PLUMBING FIXTURES

GENERAL

Plumbing fixtures shall be free from cracks, chips or craze marks; fittings and accessories shall be appropriate to the use and function of the fixture to which they are connected.

1.6 PLUMBING FIXTURES (Cont'd)

- a) Water closets shall be white, vitreous chins, wall hung, furnished with flush valves in commercial building and floor mounted tank type in residential building.
- b) Urinals shall be wall hung vitreous china supplied with chrome plated flush valves.
- c) Lavatories shall be white, counter top type with hot and cold water faucets.
- d) Special fixtures are required for handicapped.
- e) Drinking fountains shall be semi-recessed, refrigerated in commercial building only (office tower).
- f) Domestic water booster pumps shall be duplex type, automatic in operation.

1.7 MISCELLANEOUS

- a) Floor drains in general shall be standard 3 inch round drains. Special drains and funnels shall be installed as required.
- b) Roof drains shall be 4 inches in diameter minimum, control flow type.

1.8 Standpipe system shall consist of all required fire hydrants on property, a standpipe system with booster pump inside building, fire hose cabinets with 2 1/2 inch and 1 1/2 inch connections, 100 foot hoses and fire extinguishers all as per applicable requirements of all authorities having jurisdiction, complete with siamese connection.

1.9 Sprinkler system in basement areas, ground floor, atrium and penthouse shall be designed to ordinary hazard standards. All other areas will be protected by a light "hazard" sprinkler system, zoned as required with pendant chrome heads.

1.10 Wall siamese inlets shall be flush type with double clapper valve, plugs and chains, escutcheon and standpipe. Duplex storm and/or sanitary sump pumps if required.

2. HEATING, VENTILATION AND AIR CONDITIONING

2.1 For standby and auxiliary heating, gas-fired boilers in penthouse, packaged water coil, Raypak type. Circulation pumps on each boiler, two Armstrong 3680 type pumps on supply loop. Hot water pipes insulated with 1 inch rigid fibreglass.

management of the Building and, without limiting the generality of the foregoing, shall include:

(i) the total annual net costs and expenses of insuring lands, buildings, improvements and equipment and other property in the Building from time to time owned or operated by the Landlord or for which the Landlord is legally liable, in such manner and form with such companies and such coverage and in such amounts as the Landlord or the Mortgagee from time to time determines, including (without limitation) insurance covering:

- (1) any risk of physical loss or damage to all property owned by the Landlord or for which the Landlord is legally liable relating to the Building including, without limitation, all plate glass and the repair and replacement of boilers, pressure vessels, air conditioning equipment and miscellaneous electrical apparatus on a broad form of blanket cover basis;
- (2) loss of insurable gross profits attributable to all perils insured against by the Landlord or commonly insured against by prudent landlords, including loss of all Rent receivable from tenants in the Building in accordance with the provisions of their leases, including Base Rent, and Additional Rent in such amount as the Landlord or a Mortgagee from time to time requires;
- (3) third party liability coverage including the exposure of personal injury, bodily injury, property damage occurrence, including actions of all authorized employees, contractors, subcontractors and agents while working on behalf of the Landlord;
- (4) any other form of insurance which the Landlord reasonably requires or a Mortgagee requires from time to time for insurable risks and in amounts against which a prudent landlord would insure;

(ii) cleaning, snow removal, garbage and waste collection and disposal;

(iii) lighting, electricity, public utilities, loudspeakers, public address and musical broadcasting systems, and any telephone answering service facilities and systems used in or serving the Building and the cost of electricity for any signs designated by the Landlord as part of the Common Facilities;

(iv) policing, security, supervision and traffic control;

(v) salaries of personnel including supervisory personnel, to the extent that such personnel are employed to carry out the maintenance and operation of the Building, including contributions and premiums towards fringe benefits, unemployment and Workmen's Compensation Insurance, pension plan contributions and similar premiums and contributions;

(vi) the cost of the rental of any equipment and signs, and the cost of building supplies used by the Landlord in the maintenance of the Building;

(vii) all repairs (including major repairs) and replacements to and maintenance and operation of the Building, and the systems, facilities and equipment serving the Building (including without limitation, all



- 2.2 Air conditioning system shall utilize the V.A.V. compartment concept providing excellent flexibility for off-hours operation.
- 2.3 Fresh air to all floors will be supplied by a central fan system. Fresh air shall be filtered by high efficiency filters, cooled or heated and humidified.
- 2.4 Chilled water to compartment units will be generated by a centrifugal chiller plant utilizing two equally sized water chillers, two pumps on each of chilled and condenser water systems, winterized cooling tower.
- 2.5 Cooling system will be sized to satisfy ASHRAE recommendations. Electric loads will be assumed at 2 watts/sq. ft. lighting and 2.5 watts/sq. ft. office equipment load.
- 2.6 There shall be a minimum of one V.A.V. box for every 500 sq. ft. of perimeter and 1000 sq. ft. of interior space.
- 2.7 Air shall be distributed through light troughers in the interior and linear slots in perimeter zones.
- 2.8 Fresh air component of total air circulation shall not be less than 25 cfm/person.
- 2.9 Automatic controls shall be pneumatic with DDC controls in main mechanical rooms. A building automation system, DDC shall be utilized to control the operation of all major equipment (energy management).
- 2.10 Life safety systems, i.e., smoke exhaust, stair pressurization, stair separations, Fireman's Elevator, all as per applicable codes considering the building is fully sprinklered.
- 2.11 Public circulation spaces shall be provided with separate air conditioning system allowing flexibility in after-hours and week-ends operation.
- 2.12 PERIMETER HEATING

All perimeter heating shall be hot water wall fin type radiation system 4 inches deep in continuous enclosure suitable for low temperature water. Radiation cover shall be constructed with solid panels at all mullions to allow for partitioning. Radiation control shall be sequenced with perimeter zone V.A.V. boxes.
- 2.13 Service areas shall be heated by unit heaters.



OUTLINE PERFORMANCE SPECIFICATION

FOR

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

PROPOSED REGIONAL HEADQUARTERS

AND

COMMERCIAL COMPLEX

FOR

MARCHANT GROUP, HI-RISE GROUP

ARCHITECT

E. I. RICHMOND ARCHITECTS
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M5A 1E1

TELEPHONE: (416) 364-2100

NOVEMBER, 1987

REVISED JULY, 1988

ELECTRICAL:

1. General:

The electrical work will include all electrical systems through the required service and metering equipment, transformers, main switchboard, distribution centres, power panels, lighting panels and lighting fixtures. Work will include all power installation for the building including air conditioning equipment, elevators, pumps, fans, etc., and will also provide for all service spaces, lobbies and the entire core.

Sufficient conduit runs to lighting panels to pick up the required number of circuits, with provision for 25% spare circuits.

Transformers will have sufficient additional capacity to meet future electrical loads and shall have a sound rating for dry type transformers to meet N.E.M.A. TRO (approx. 46 db).

Switches and receptacle coverplates will be stainless steel, of design, location and quantity to suit requirements and to match or be compatible with the hardware throughout the building.

2. Codes and Regulations:

All electrical work installed in the building shall conform to the applicable rules and regulations of all CSA, CEC, Municipal and any other Authorities having jurisdiction.

3. Service and Metering:

Electrical service supply for the project will be arranged as follows:

- a) High voltage primary service connection from the Power Supply Authority (Hamilton Hydro).
- b) Transformation through Owner's owned main transformers from supply voltage to 347/600 V., 3PH., 4 Wire. (Primary voltage 13.8 KV)..

4. Customer-Owned Substation and Main Secondary Switchboard:

Hamilton Hydro will provide service at 13.8 KV. Exact details of service entrance locations to be determined later.

High voltage incoming switches or breakers will be located at the service entrance point. The details of the incoming service arrangement from Hamilton Hydro is not known at this time, but the incoming service entrance equipment will reflect both the requirements of Hamilton Hydro and the needs of the Owner.

The transformer substation will consist of dry type 13.8 KV to 347/600 volt units sized to provide redundancy.

5. Interior Distribution within the Building will be as follows:

Circuits to supply normal lighting loads, receptacle loads and future expansion will be provided in the panels on each floor.

Lighting, receptacle and power panels will be of the circuit breaker type. From each floor panel 4-1" empty conduits will be run into accessible ceiling space. Dry type transformers for receptacle loads will be sized for 2 watts/sq. ft. and will be located in typical floor electrical rooms.

Secondary switchboards as required for power loads will be provided in mechanical rooms, etc.

Risers for 347/600 volt service for lighting and power loads will be located in each electrical room. Bus ducts will be sized for spare capacity of 2 watts/sq. ft. over and above lighting and receptacle loads.

A 120/208 volt system for normal office equipment, fractional H.P. motors, miscellaneous appliances, receptacle outlets and incidental incandescent lighting will be available in each electrical room(s).

Bus ducts for mechanical systems will be located in typical floor mechanical rooms.

Service connections, service busways and service protectors will be designed to withstand the effects of the maximum available short circuit current stresses and to reduce the fault current to a safe level at the main switchboard. Each floor electrical room to have 8' wall space for tenant's additional equipment.

6. Motor Control Centres:

Motor control centres, combination type with minimum size 1 starters will be provided as required, complete with provision for interface relays for building automation control operation as required.

7. Emergency Power:

Emergency power will be provided by a diesel driven alternator set to accommodate evacuation lighting including stairwells, exit lights and corridors, sewage and sump pumps, fire pumps, power to main telephone room, duplex receptacles in telephone rooms, and elevator evacuation with only one elevator from each bank running at any given time and service elevator. Engine shall be automatic start, automatic transfer to minimize the time that the building will be without power.

The capacity of the generator will allow for 5% of the total building lighting loads.

The emergency generator and distribution will be sized for spare capacity of 0.5 W/FT² for tenant's use.

8. Lighting:

General office lighting will be by air-handling fluorescent troffers, 500mm x 1500mm, 2 lamp, with a good quality ballast and shall provide approximately 500 to 650 Lux of illumination over open areas lighting and lighting in stairways, corridors and exits will be connected to the emergency generator to provide safe egress during power failures. Lighting in other areas will be to I.E.S. standards and to compliment architectural ceiling treatments.

Parking area lighting will be surface mounted, H.O. fluorescent fixtures with wire guards with 2 level lighting control.

Public space lighting will be by recessed and wall mounted fixtures, with recessed or cove lighting in the typical floor elevator lobbies.

General office lighting fixture wiring will be plug-in type.

9. Lighting Control:

Office lighting will be switched by a master switch on each floor. A remote lighting control system will permit switching the lights from a central location.

10. Telephone Requirements:

a) Main Telephone Room:

The main cable entrance location and equipment will be sized as per Canadian Telecommunications Carriers Association requirements and be clear of piping and ductwork. It will be heated to provide an average of 24 deg. C. (75 deg. F.) year round.

The exterior walls will be sealed against moisture and water penetration and a curb will be installed at the cable entrance. Lighting will be provided to maintain 400 Lux.

Power for the telephone equipment and duplex receptacles will be connected to the emergency system.

PVC ducts shall be brought from the property line to the main telephone room. Riser shall be as follows:

b) Riser Room For Telephone and Communication:

Telephone riser room on each floor will be sized sufficiently to provide terminal space for telephone and communication cabling for total floor area and will be lined with 3/4" plywood. Riser room will have 4/0 isolated ground system.

Vertical riser will be 4" dia. sleeves installed between riser room above and below.

Each riser room will be equipped with duplex receptacles, connected to the emergency generator and located immediately above the base-board.

11. Empty Conduit Systems:

Empty conduit systems will be located in the ceiling space of each typical floor for the distribution of power and telephone communications. They shall be run from the electrical and telephone rooms respectively and will be sized as follows:

Power: 1 - 15A., 120V., circuit for every 600 sq. ft. (2 W./sq. ft.).
Telephone: 1 - Telephone outlet for every 150 sq. ft. (1 1/2" zone conduit for every 600 sq. ft.).

12. Life Safety System:

A complete fire alarm automatic smoke detecting and fire detection reporting system with all necessary alarm stations, horns, bells, annunciator panels, etc., will be provided in conformance with the requirements of Municipal, Provincial and Federal Laws and Regulations. An integrated system part of centralization program will be examined as an alternate.

13. Emergency Communication System:

A complete emergency telephone and public address communication system with all necessary paging speakers, telephone handsets, power amplifier, will be provided in conformance with the requirements of the Municipal, Provincial and Federal Laws and Regulations.

14. Door Security, T.V. Monitoring and Push/Buzzer System:

A complete system for door security, monitoring and alarm will be provided to allow for central surveillance on all building exits, etc.

The system will be computer-based centralized single card access. The system will accept up to 64 reader access levels, in 16 time increments.

Conduits for closed cct. T.V. will be provided as required for proper monitoring.

Entrances will be provided with push/buzzer system complete with audio communications.

Communication - 2" zone conduit for every 600 ft²
1 - 15A, 120V special power circuit for every 600 ft².

15. Snow Melting Equipment:

All parking ramps exposed to the elements will be equipped with thermostatically controlled buried snow melting equipment. Snow melting control will be complete with connection to the building control centre for power monitoring.

16. Elevator Control Wiring:

Conduits and wiring will be provided for the elevator control and monitoring system.

17. Reception Desk and Building Control Room:

Necessary provisions (conduit and wiring, etc.) will be provided to assure implementation of functions required.

18. Interfacing with Each Building in the Project:

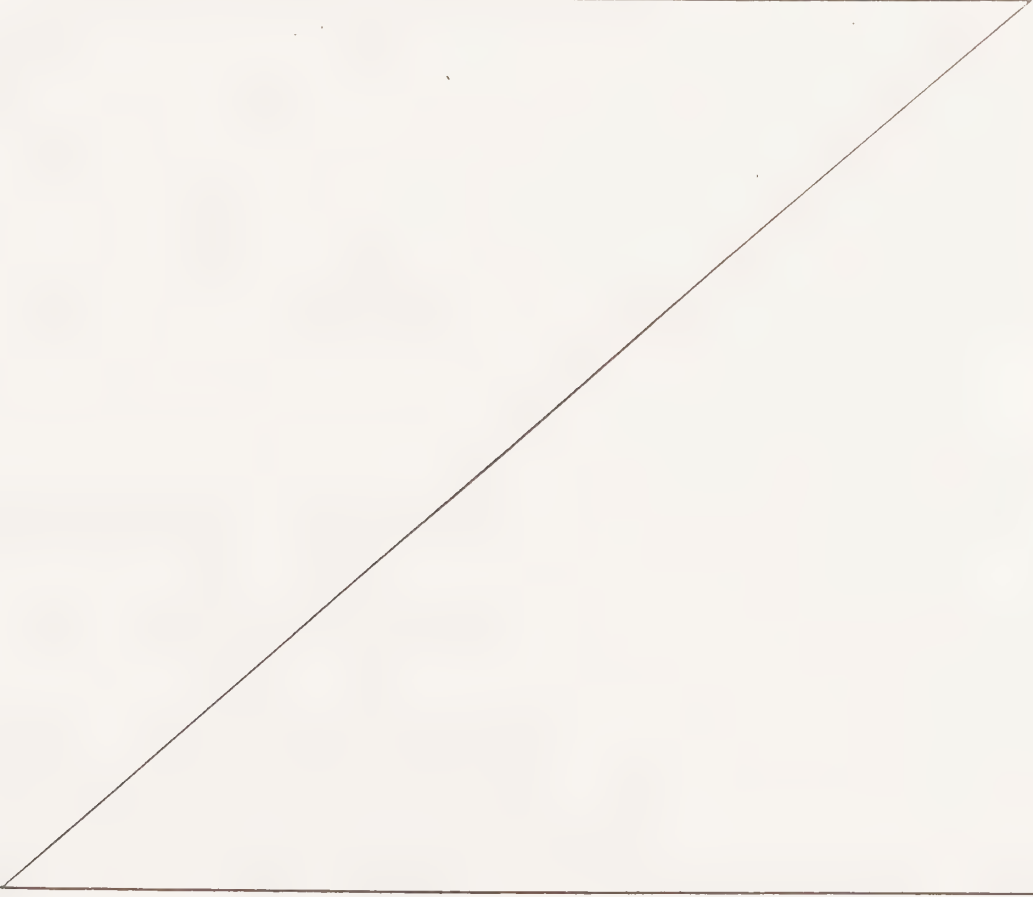
The interfacing of functions for operations, security and fire alarm will be provided between the buildings in the complex.

19. Exterior Lighting and Landscaping:

Exterior lighting will be provided to complement the landscape design.

20. Retail Area:

Retail area will be provided with 600V., 3PH, 3 Wire service with a ampacity of 8W/sq. ft. and 1-3/4" dia. telephone conduit for each designated store area.



THIS INDENTURE made as of the day of , 1988.

IN PURSUANCE of the Short Forms of Leases Act.

B E T W E E N:

REGION PLAZA INC., a corporation incorporated under
the laws of the Province of Ontario,

(hereinafter called the "Landlord")

OF THE FIRST PART,

- AND -

THE REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH

(hereinafter called the "Tenant")

OF THE SECOND PART.

ARTICLE I - INTERPRETATION

DEFINITIONS

1.01 In this Lease:

(a) "Accessory Areas" shall mean the area of corridors, elevator lobbies, service elevator lobbies, washrooms, air cooling rooms, fan rooms, janitors' closets, telephone and electrical closets and other closets serving the Demised Premises in common with other premises on the same floor.

(b) "Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Base Rent) whether or not the same are designated "Additional Rent" or whether or not the same are payable to the Landlord or otherwise and all such sums are payable in Canadian funds without deduction, abatement, set-off or compensation whatsoever. Additional Rent is due and payable with the next monthly instalment of Base Rent unless otherwise provided, but in any event is not payable as part of Base Rent. Additional Rent may be estimated by the Landlord from time to time and such estimated amount is payable in monthly instalments in advance with annual adjustments and all Additional Rent is deemed to be accruing on a day to day basis. "Additional Charges" shall have the same meaning as Additional Rent;

(c) "Base Rent" means the rent referred to in Section 5.01;

(d) "Building" means the retail-office-commercial building of the Landlord, to be named by the Tenant, located at , in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and more particularly described in Schedule "A" hereto, including the Common Facilities and all improvements from time to time thereto;

(e) "Building Service Areas" shall mean the elevator shafts, stairs, flues, stacks, pipe shafts, vertical ducts and mechanical rooms with their enclosing walls;

(f) "Commencement Date" means the first day of the Term as set out in paragraph 4.01 of this Lease.

(g) "Common Facilities" means all common areas and utilities from time to time furnished or designated (and which may be changed) by the Landlord for the use in common, in such manner as the Landlord may permit, of tenants of premises in the Building

and all others entitled thereto and their respective officers, agents, employees, customers, invitees and licencees, and now or hereafter developed by the Landlord including, without limitation, parking areas, access roads, driveways, entrances and exits, sidewalks, ramps, landscaped areas, interior and exterior stairways, escalators, elevators, passageways and washrooms;

(h) "Consultant" means an architect or engineer duly licenced to practice in the Province of Ontario and appointed by the Landlord in connection with any matter which, by the terms of this Lease, is to be referred to an Consultant, whose certificate shall be final and binding on the parties unless a manifest error is demonstrated therein and subject to the arbitration provisions hereof. Prior to making any determination or issuing any certificate, the Consultant shall first meet with the duly qualified representative of the Tenant to review the subject matter of such determination or certificate;

(i) "Demised Premises" means that portion of the Building, being all of the 2nd, 3rd, 4th, 5th, _____ and _____ floors thereof and part of the _____ floor thereof shown outlined in red on the plan annexed as Schedule "B" hereto, having a gross leaseable area of _____ square feet by admeasurement in accordance with the provisions of Section I.II hereof, demised and leased to the Tenant hereunder, including the interior walls separating such premises from adjacent premises, inside surfaces of exterior walls, the inside surface of the walls, ceilings and floors of such premises, exterior and interior doors and inside surfaces of exterior windows, all mechanical and electrical and water, gas, sewage, telephone and other communications facilities and electric power services and utilities comprised therein for the exclusive use thereof and all heating, ventilating and air-conditioning equipment for the exclusive use thereof, but reserving unto the Landlord upon the consent of the Tenant, not to be unreasonably withheld or delayed, the right to make reasonable variations in the area, form or siting of the Demised Premises from time to time;

(j) "Landlord" means the Landlord and his, her or its heirs, legal personal representatives, successors and assigns;

(k) "Landlord and Tenant Act" means the Landlord and Tenant Act, R.S.O. 1980, Chapter 232, as amended, or any statute that replaces or supersedes that Act.

(l) "Lease" means this lease and all schedules annexed hereto, which are made a part hereof;

(m) "Lease Year" means that period of time from the Commencement Date hereof to the last day of December next following and thereafter each consecutive twelve month period commencing on the first day of January in each year and the balance, if any, of the Term being less than twelve months following the end of the last full twelve-month period of this Lease. In the case of any lease year being less than twelve months, all obligations and covenants to pay Base Rent and Additional Rent hereunder shall be pro-rated by multiplying the amount of such Base Rent and Additional Rent (determined for the twelve month period commencing on the first day of the Lease Year) by the actual number of days in such Lease Year and by dividing the product thereof by 365;

(n) "Mortgagee" means a Mortgagee or hypothecary creditor (including a trustee for bondholders) of the Project or Building or part of it and a chargee or other secured creditor that holds the Project or Building or part of it as security and includes all renewals, modifications, consolidations, replacements and extensions thereof, but does not include a creditor, chargee or security holder of a Tenant of the Demised Premises;

(o) "Operating Costs" means the total, without duplication, of all expenses, fees, rentals, costs and disbursements of every nature and kind paid or incurred by or on behalf of the Landlord determined for each applicable period on either a cash or an accrual basis in the complete maintenance, repair, operation and

permit the use of any part of the Leased Premises for or as a restaurant, cafeteria, lunch counter, food dispensary, snack bar or other food services operation (but this shall not prevent the use of a portion of the Leased Premises for an employee lunchroom).

CONDUCT OF BUSINESS

7.08 The Tenant shall occupy the Demised Premises and commence its business operations in the Demised Premises from and after the Commencement Date and shall thereafter conduct the business as set out in Section 7.07 hereof, in the whole of the Demised Premises in a reputable and first-class manner. In the conduct of the Tenant's business pursuant to this Lease, the Tenant shall:

- (a) install and keep in good order and condition, free from liens and encumbrances of third parties, fixtures and equipment of first-class quality other than those arising from the financing in the normal course of business of such fixtures and equipment;
- (b) abide by all Rules and Regulations and general policies formulated by the Landlord from time to time relating to the delivery of goods and merchandise between the general shipping and receiving areas and the Demised Premises, including Rules and Regulations regulating the times when, the manner in which, and the use of the entrances and exits and elevators for, the delivery of goods or merchandise in or to the Building;
- (c) not obstruct the sidewalk, entrance, elevators, stairway or corridors of the Building or use any of them for any purpose other than ingress and egress from the Demised Premises and not do, nor suffer or permit anything to be done which, in the Landlord's opinion, in any way obstructs the free movement of persons doing business in the Building and not place or allow to be placed in the hallways, corridors or stairways of the Building any waste paper, dust, garbage, refuse or anything whatsoever that would tend to make same appear unclean or untidy; and
- (d) not refer to the Building by any name other than that designated from time to time by the Landlord and the Tenant, nor use such name for any purpose other than that of the business address of the Tenant, provided that the Tenant may use the municipal number of the Building assigned to it by the Landlord instead of the name of the Building;

Any business, conduct or practice promulgated, carried on or maintained by the Tenant, whether through advertising or selling procedures or otherwise, which in the opinion of the Landlord, acting reasonably, may harm or tend to harm the business or reputation of the Landlord or reflect unfavourably on the Building, the Landlord or other tenants in the Building, or which may tend to confuse, mislead, deceive or be fraudulent to the public, shall be immediately discontinued by the Tenant at the written request of the Landlord.

ENERGY CONSERVATION-CONVERSION OF MEASUREMENT UNITS

7.09 The Tenant shall either comply with whatever measures the Landlord or any legislative authority may from time to time introduce to conserve or to reduce energy (including, for example, a lighting pulse system) or to reduce or control other Operating Costs or, if compliance is not deemed mandatory by either the Landlord or such legislative authority, pay as Additional Rent the cost, to be estimated by the Landlord acting reasonably, of the additional energy consumed by reason of such non-compliance. The Tenant shall also convert to whatever system or units of measurement of energy consumption the Landlord may from time to time determine to adopt and shall pay Tenant's Proportionate Share of the costs of acquiring and installing energy conservation equipment and systems for the Building.

PLATE GLASS

7.10 The Tenant shall promptly replace, at its own expense, any and all plate and other glass forming part of Tenant's improvements damaged or broken from any cause whatsoever, except for the negligence of the Landlord, its servants and employees, in and about the Demised Premises. The Landlord may insure, and keep insured at Tenant's expense, all plate and other glass in the Demised Premises for and in the name of the Landlord. Bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from, and payable by the Tenant when rendered, and the amount thereof shall be collectable by the Landlord in the same manner as if it were Additional Rent.

RADIO AND TELEVISION

7.11 No radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Demised Premises, or within the Building without in each instance, the written consent of the Landlord.

PEST EXTERMINATION

7.12 The Tenant shall use at the Tenant's cost such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require; provided the Tenant may use additional pest control measures to its satisfaction and at its cost. Any contractor shall satisfy the Landlord and the Tenant both acting reasonably, as to any substances used in pest control.

INSURANCE

7.13 During the whole of the Term hereby granted, the Tenant shall at its expense:

(a) insure the Tenant's interest in the Demised Premises, and property of every description included in Tenant's leasehold improvements, including all leased and specially contracted equipment used solely for Tenant's purposes, in a stated amount for the full replacement cost thereof against all risk of loss or damage caused by or resulting from any risk of loss or damage covered under Insurers Advisory Organization Form No. IBC4037 or its replacement in effect from time to time, upon renewal of Tenant's policy, including earthquake and flood. Insurance under this subparagraph shall also contain a by-law compliance endorsement;

(b) to maintain public liability and property damage insurance, including personal injury liability, contractual, liability, employers' liability and owners' and contractors' protective broad form property damage occurrence insurance coverage with respect to the Demised Premises and the Tenant's use thereof, coverage to include the activities and operation conducted by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any part of the Demised Premises including, without limitation, non-owned automobiles. Such policies shall:

(i) be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 for bodily injury to any one or more persons or property damage or such higher limits as the Landlord, acting reasonably, or any Mortgagee requires from time to time, subject to availability, at rates not to exceed twice the current rates paid by the Tenant; and

(ii) contain a severability of interests clause and cross liability clause;

(c) maintain comprehensive mechanical and electrical apparatus, including boiler and machinery, insurance on a blanket repair and replacement basis with limits for each accident in an

amount not less than the replacement cost of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others retained for such purpose by the Tenant in the Demised Premises or relating to or exclusively serving the Demised Premises, if necessary;

(d) maintain any other form of insurance as the Landlord, acting as a prudent Landlord, or any Mortgagee of the Demised Premises requires from time to time in form, in amounts and for insurance risks against which a prudent Landlord would insure;

(e) alter or improve any of the insurance policies placed pursuant to this Section 7.13 as the Landlord, acting as a prudent owner, or any Mortgagee of the Demised Premises requires from time to time.

All such contracts of insurance placed by the Tenant hereunder shall be written in the names of the Landlord and Tenant as joint insured, and shall to the extent available show the Landlord, Tenant and any Mortgagee (to an amount that the Landlord's insurance advisors feel a prudent owner and landlord should be insured for) as joint insured, as their interests may from time to time appear, and shall contain (i) a cross liability clause protecting the Landlord in respect of claims by the Tenant as if the Landlord were separately insured, and (ii) a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and those for whom the Landlord is at law responsible, whether any such damage is caused by the act, omission or negligence of the Landlord or those for whom the Landlord is at law responsible. If both the Landlord and Tenant have claims to be indemnified under any such insurance, the proceeds shall be applied first to the settlement of the Landlord's claim, with the balance to the settlement of the Tenant's claim.

If the Tenant fails to obtain the policies of insurance required hereunder, the Landlord may itself obtain such policies and shall give the Tenant a notice setting out the amount and dates of payment of all costs and expenses incurred by the Landlord in connection therewith to the date of such notice; the Tenant will, when the next instalment of Base Rent which becomes due, pay the same to the Landlord with interest at the Stipulated Rate of Interest calculated on the various amounts from the respective dates of payment thereof by the Landlord to the date of repayment by the Tenant. Any sums so expended by the Landlord, together with such interest as aforesaid, shall constitute Additional Rent hereunder and be collectable as such and be due and payable on demand by the Landlord.

The Tenant shall furnish the Landlord with certified copies of policies or other acceptable evidence of all such insurance promptly upon request, provided no review or approval of any such policies by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease under this paragraph.

WAIVER OF SUBROGATION

7.14 The Landlord and the Tenant hereby waive any rights each of them may have against the other, or any party for whom each of them is in law responsible, on account of any loss or damage occasioned to the Landlord or the Tenant, as the case may be, the Project, Building or Demised Premises, the Tenant's leasehold improvements, or any other property of the Landlord and Tenant contained therein, arising from any peril required to be insured against hereunder by the Landlord or Tenant, as the case may be, and the parties each, on behalf of their respective insurers carrying any such coverage, waive any such right of subrogation such insurers may have against the Landlord or the Tenant, as the case may be. The Tenant agrees to pay to the Landlord, 30 days after demand, any additional premium incurred by the Landlord as a direct result of such waiver of subrogation.

USE OF PREMISES (INSURANCE)

7.15 (a) Neither the Tenant nor its officers, directors, agents, servants, licensees, concessionaires, assignees or sub-tenants shall bring on to the Demised Premises, nor do, nor omit nor permit to be done or omitted upon or about the Demised Premises anything which shall cause the rate of insurance upon the Demised Premises or the Building or any part thereof or its contents to be increased and if the said rate of insurance shall be increased by reason of the use made of the Demised Premises or by reason of anything done or omitted or permitted to be done or omitted by the Tenant or its officers, directors, agents, servants, licensees, concessionaires, assignees or sub-tenants or by anyone permitted by the Tenant to be upon the Demised Premises, the Tenant shall pay to the Landlord forthwith upon demand the amount of such increase.

(b) If any policy of insurance upon the Building or any part thereof or the contents shall be cancelled or refused to be renewed or granted by an insurer by reason of the use or occupation of the Demised Premises or any part thereof by the Tenant or by any of its officers, directors, agents, servants, licensees, concessionaires, assignees, sub-tenants or by anyone permitted by the Tenant to be upon the Demised Premises, the Tenant shall forthwith upon demand remedy or rectify such use or occupation and if the Tenant shall fail to do so forthwith the Landlord may at its option terminate this Lease by delivering to the Tenant notice in writing of such termination and the Tenant shall immediately deliver up possession of the Demised Premises to the Landlord and the Landlord may re-enter and take possession of the Demised Premises and the Tenant shall thereupon pay all Rent and any other payment for which the Tenant is liable under this Lease, apportioned to the date of such termination, together with all losses, damages or costs of any kind arising out of the Tenant's breach of this provision and/or the termination of this Lease under this paragraph.

LANDLORD'S RECOVERY

7.16 If the Landlord shall perform any repairs or maintenance, or do any other work, or pay any sum of money due or payable by the Tenant, either at the request of the Tenant, or by reason of any default by the Tenant in performance of its covenants herein contained, the Tenant shall, unless otherwise stated, forthwith after notice from the Landlord, repay to the Landlord, as Additional Rental hereunder, the cost of performing such repairs and maintenance or work or the amount paid by the Landlord on Tenant's behalf, together with the Landlord's management fee of 15% of such amount.

WASTE

7.17 The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Demised Premises or the fixtures and equipment thereof nor permit or suffer any overloading of the floors thereof and shall not use or permit to be used any part of the Demised Premises for any dangerous, noxious or offensive trade or business and shall not do anything or permit anything to be brought thereon which the Landlord may reasonably deem to be a nuisance and the Tenant shall take every reasonable precaution to protect the Demised Premises and the Building from danger of fire, water damage or the elements, and the Tenant shall not allow any ashes, refuse, garbage or other loose, objectionable material to accumulate in, on or about the Demised Premises or the Building and will at all times keep them in a clean and wholesome condition.

ALTERATIONS

7.18 The Tenant covenants that it will not make, install or erect in or to the Demised Premises any installations, alterations, additions or partitions without first submitting the drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld. Furthermore, the Tenant must

obtain the Landlord's prior written consent to any change or changes in such drawings or specifications submitted as aforesaid subject to the payment of the cost to the Landlord of having its Consultants approve of such changes prior to proceeding with any work based on such drawings or specifications. Such work may be performed by contractors engaged by the Tenant for the initial installation of leasehold improvements but in each case under written contract, approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose. If the work proposed by the Tenant may effect the structure of the Building or any part thereof or any of the electrical, mechanical or base building systems of the Building, such work may at the election of the Landlord be performed by the Landlord or by the Landlord's contractors and in any event at the expense of the Tenant. Upon completion of such work, by the Landlord or its contractors the Tenant shall pay to the Landlord as Additional Rent the costs of the Landlord relating to such work (including the fees of any Consultant) plus a sum equal to 15% of the cost of the portion of the work performed by the Landlord or by its contractors representing the overhead of the Landlord. Without limiting the generality of the foregoing, any work performed by or for the Tenant shall be performed by competent workmen whose labour union affiliations are not incompatible with those of any workmen who may be employed in the Building by the Landlord, its contractors or sub-contractors. All such installations, alterations, additions, changes and work performed by or for the Tenant shall conform to all building by-laws and shall conform to all federal, provincial and municipal rules and regulations, if any, then in force affecting the Demised Premises, the Building and the Project and such installations, alterations, additions, changes and work performed by or for the Tenant shall be completed in a good and workmanlike manner. The Tenant shall submit to the Landlord's supervision over construction and promptly pay to the Landlord's or to the Tenant's contractors as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the Building, its equipment or services, necessitated thereby. The Tenant covenants that the Tenant will nor suffer or permit during the Term hereof any construction liens or other liens for work, labour services or materials ordered by the Tenant or for the cost of which the Tenant may be in any way obligated, to attach to the Demised Premises or to the Building and that whenever and so often as any such liens shall attach or claims therefor shall be filed, the Tenant shall procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law within 30 days of the registration of such construction lien or within five days after notice from the Landlord, failing which the Landlord in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, discharge such liens and/or certificates by payment to the claimant, payment into court, or otherwise and any such payments and the Landlord's legal costs (on a solicitor and his own client basis) and other costs of obtaining and registering such discharges shall be repaid by the Tenant to the Landlord forthwith after notice thereof, and shall be recoverable as if the same were Rent reserved and in arrears hereunder. If the Tenant performs any work without the consent of the Landlord or without complying with the provisions of this Section, such work shall be promptly removed by the Tenant and the Demised Premises restored to their previous condition, all at the expense of the Tenant. Any erection, addition or improvement placed upon the Demised Premises shall be subject to all the provisions of this Lease, and if removed as hereinafter provided, the Tenant shall repair all damage caused by the installation and removal thereof. The Tenant's obligations under this Section are subject to its obligations pursuant to Schedule "D" hereof.

RIGHT TO SHOW PREMISES

7.19 (a) The Landlord or its agents and employees shall have the right at any time during normal business hours of the Tenant to enter upon the Demised Premises for the purpose of exhibiting same to prospective purchasers, Mortgagees or tenants, provided that the exercise of such rights shall not unreasonably interfere with the Tenant's business.

(b) Provided that the Landlord shall have the right within three (3) months prior to the termination of the Term or any renewal thereof to place upon the Demised Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the Tenant's business, stating that the Demised Premises are to let; further, provided the Tenant will not remove such notice or permit the same to be removed. The Landlord and its agents and employees shall also be permitted to enter upon the Demised Premises within the aforesaid period to show the same to prospective tenants.

LIABILITY TO INVITEES, LICENCEES

7.20 The Landlord shall not in any event whatsoever, except for loss or damage arising from the Landlord's negligence, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by Tenant or any employee of Tenant or any other person who may be upon the Demised Premises or any Common Facilities or for any loss or damage or injury to any property belonging to Tenant or to its employees or to any other person while such property is on the Demised Premises and in particular (but without limiting the generality of the foregoing) Landlord shall not be liable for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or any adjoining premises or areas or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything done or omitted to be done by any tenant.

TENANT'S INDEMNITY OF LANDLORD

7.21 Notwithstanding any other terms, covenants and conditions contained in this Lease, the Tenant shall indemnify the Landlord and save it harmless from and against any and all loss (including loss of all Rent payable by the Tenant pursuant to this Lease), claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Demised Premises, or the occupancy or use by the Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Demised Premises by the Tenant. If the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease, unless a court shall decide otherwise. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term of this Lease or any renewal thereof shall survive any termination of this Lease, and anything in this Lease to the contrary notwithstanding.

REPLACEMENT OF BULBS

7.22 The Tenant shall pay within 30 days after demand the cost of all replacement electric bulbs, fluorescent tubes, starters and ballasts used in the lighting system of the Demised Premises.

MAINTENANCE OF SERVICES

7.23 The Landlord shall have the right to use, install, maintain and repair pipes, wires, ducts and other installations in, under or through the walls, ceilings and floors of the Demised Premises for or in connection with the supply of any services or utilities to the Demised Premises or to any part of

the Project and the right to do such work in the Demised Premises as the Landlord may deem necessary to preserve or protect the Demised Premises or the Project and for such purposes shall be entitled to enter or authorize any other person to enter the Demised Premises. The Landlord agrees to use its best efforts to ensure that any installations and work in the Demised Premises does not unduly interfere with the Tenant's use and enjoyment thereof.

THE INVESTMENT CANADA ACT

7.24 (a) The Tenant hereby represents and warrants that it is not a non-Canadian person within the meaning of the Investment Canada Act (the "Act") or that it has or shall have prior to the Commencement Date given all necessary notices or received all necessary approvals under the Act to carry on the business required to be conducted pursuant to Section 7.07.

(b) If the Tenant is a non-Canadian person within the meaning of the Act or if during the Term the Tenant becomes a non-Canadian person within the meaning of the Act as amended, or any legislation in substitution therefor, it shall not carry on in the Demised Premises the business required to be conducted pursuant to Section 7.08 hereof without having first furnished the Landlord with all pertinent documents and other information satisfactory to the Landlord to prove to the Landlord that it has carried, or will carry on the business without violating the Act as amended or any legislation in substitution therefor including without limiting the generality of the foregoing, copies of all notices filed and approvals (including deemed approvals) issued, pursuant to the Act.

(c) The Tenant shall indemnify and hold the Landlord harmless from and against any and all fines, claims, costs, losses, damages, and expenses of any nature whatsoever resulting or arising from any breach of the representation and warranty in subparagraph (a) of this paragraph or from any breach or violation or non-fulfillment of any condition, proviso or obligation of the Tenant contained in subparagraph (b) of this paragraph.

SMOKE-FREE AREAS

7.25 If the Landlord is required by law to limit smoking in the Building to a designated area, the Landlord may in its sole and unfettered discretion declare the entire Building to be a non-smoking area and thereupon the Tenant and its servants, agents, officers, employees and invitees shall refrain from smoking in the Building or, alternatively, shall smoke only in those areas set aside by the Landlord and designated as smoking areas. The Tenant agrees to pay as Additional Rent Tenant's Proportionate Share of any cost incurred by the Landlord in complying with any such law in making any portion of the Building fit for the purpose of a designated smoking area, including renovations and additions to the Building, and its heating, ventilating and air-conditioning systems.

ARTICLE VIII - COVENANTS

8. THE LANDLORD COVENANTS AND AGREES WITH THE TENANT AS FOLLOWS:

QUIET ENJOYMENT

8.01 Provided the Tenant pays all Rent reserved herein and performs all the covenants herein contained on its part to be performed, the Tenant shall have quiet enjoyment of the Demised Premises free from hindrance by the Landlord or anyone claiming by, through or under the Landlord.

FIXTURES

8.02 That the Tenant, when not in default hereunder, may remove its trade or Tenant's fixtures at the end of the Term,

including, without limitation, all computers, communication systems, word processors and the like and any Hauserman Ready-Wall demountable partitions installed by the Tenant; the Tenant will not remove from the Demised Premises during the Term of this Lease any chattels, fixtures, or effects which are the property of the Tenant even though there is no Rent in arrears without the written consent of the Landlord, which consent may not be unreasonably withheld; provided further, however, that all installations, alterations, additions, partitions, and fixtures other than trade or Tenant's fixtures in or upon the Demised Premises, whether placed there by the Tenant or the Landlord, shall be the Landlord's property upon termination of this Lease without compensation therefor to the Tenant and shall not be removed from the Demised Premises at any time either during or after the Term hereof, and notwithstanding anything herein contained the Landlord shall be under no obligation to repair or maintain any installations, alterations, additions, partitions, and fixtures or anything in the nature of a leasehold improvement made or installed by or for the Tenant.

HEATING AND COOLING

8.03 The Landlord will heat and cool the Demised Premises to an extent sufficient to maintain space temperatures of 22°C and 33% R.H. at an outside temperature of -5°F, and 50% R.H. at an outside temperature of 33°C D.B. 24°C W.B., and an air quality not to exceed 1000 ppm CO2 at all times between the hours of 8:00 a.m. and 6:00 p.m. from Monday to Friday inclusive. Notwithstanding the foregoing provisions, humidity levels in the Demised Premises will be controlled to eliminate the possibility of condensation on window surfaces and provided that, if the Tenant requires the Demised Premises to be ventilated, heated or cooled at times other than as herein stated, the Landlord reserves the right to charge to the Tenant the cost incurred as a result of such use and such charges shall be payable as Additional Rent; provided, however, that the Landlord shall be relieved of its obligation to heat and cool as aforesaid while making repairs to the heating and cooling equipment in the Building, if such repairs are made by Landlord with all reasonable diligence; provided further that in no event shall the Landlord be held liable for damages for personal discomfort or illness; provided also that if normal business hours in the City of Hamilton shall at any time during the Term be such that they do not fall within the above time limits, the foregoing obligation of the Landlord to provide heat shall be deemed to have been adjusted accordingly.

The Tenant acknowledges that the Landlord has installed in the Building a system for the purpose of climate control, which system is designed to heat and cool during the normal occupancy of the Demised Premises as general offices on the basis of one person to every 100 square feet of space on an open floor basis.

If installation of partitions, equipment or fixtures by the Tenant necessitates the rebalancing of the climate control equipment in the Demised Premises, the same will be performed by the Landlord at the Tenant's expense. The Tenant acknowledges that one year may be required after the Tenant has fully occupied the Demised Premises in order to adjust and balance the climate control.

WINDOW CLEANING

8.04 To cause the exterior windows of the Building to be washed and cleaned inside and outside whenever required in the reasonable discretion of the Landlord.

LAVATORIES

8.05 To permit the Tenant and its employees, agents, contractors, invitees and persons transacting business with it to use, in common with others entitled thereto, those washrooms in the Building on the floor or floors on which the Demised Premises are situate and which are not entirely within the premises of another tenant.

CARETAKING AND REPAIRS

8.06 (a) To clean stairways, corridors, entrances, foyers, lobbies, washrooms and other Common Facilities in the Building and to maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building and such equipment and facilities in a state of good repair and maintenance in accordance with normal property management standards for similar properties. With the exception of the obligation to cause such work to be done, the Landlord shall not be responsible for any act of omission or commission on the part of the person or persons employed to perform such work. Such work shall be done at the Landlord's direction and without interference by the Tenant, its servants or employees. The Tenant agrees that the authorized representative of the Landlord for such purposes shall have free access to the Demised Premises.

(b) If the Building or any part of it requires repair, replacement or alteration, (i) because of the Tenant's negligence or misconduct, (ii) due to the requirements of governmental authorities relating to the Tenant's conduct of business, or (iii) as a result of the Tenant stopping up or damaging the heating apparatus, water pipes, drainage pipes or other equipment or facilities or parts of the Building, the cost of the repairs, replacements or alterations plus a sum equal to 15% of the cost for the Landlord's overhead will be paid by the Tenant to the Landlord on demand.

(c) To keep and maintain the exterior of the Building, the landscaped grounds, the parking facilities, the walkways and the Common Facilities of the Building in good repair and clean condition.

TAXES

8.07 Subject to the obligations of the Tenant in Article VI hereof, to pay all real property taxes levied against the Building.

ACCESS

8.08 To give the Tenant and its employees, agents, service persons, contractors, invitees and persons transacting business with it use at all times during normal business hours from Monday to Friday of the entrances to the Building and the stairs, corridors, foyers, lobbies, washrooms and other Common Facilities located in the Building; provided however that such use shall be subject to reasonable rules and regulations imposed by the Landlord both before and after normal business hours as defined by the Landlord from time to time, including any rules and regulations regarding security in the Building if the Landlord chooses to provide security. The Tenant agrees to pay as Additional Rent the Tenant's Proportionate Share of the cost incurred by the Landlord in providing any special keys or security cards for the Building. Access to the Building at other times may be restricted to Tenant and those persons admitted by Tenant to the Building by arrangement with the Tenant. For greater clarity, subject to the foregoing provisions of this Section, the Tenant's employees and council members shall have 24 hours, seven days per week access to the Demised Premises. The Tenant agrees forthwith on termination of the Term of this Lease and delivery up of possession of the Demised Premises to return to the Landlord all keys or other entry devices to the exterior doors and elevators of the Building which the Landlord may provide to the Tenant for the purpose of restricting access to the Building at times other than normal business hours. All heavy furniture, building materials or equipment will be moved in and out of the Building outside of normal business hours, on not less than three business days' notice to Landlord and subject to Landlord's prior consent. Tenant will pay any costs occasioned to the Building by such movements. Nothing in this paragraph shall prohibit the Tenant, at its sole expense, from installing its own security devices or using its own security services wholly within the Demised Premises; provided such devices do not interfere with the electrical or electronic systems in the

Building or prevent the Landlord from gaining access to the Demised Premises in case of an emergency.

ELECTRIC POWER

8.09 To supply through the existing wires and outlets in the Building electric power and energy to the Demised Premises reasonably sufficient for ordinary lighting requirements and for the requirements of the Tenant's electric typewriters, computers (not requiring air conditioning or specially conditioned power lines) and other usual electrical equipment; provided however that the Landlord shall be relieved of its obligation to provide such electric power and energy while making any electrical repairs in the Building which necessitate the interruption of the supply of electric power and energy to the Demised Premises, if such repairs are made by the Landlord with all reasonable diligence and while such supply of electric power and energy to the Building is not available due to an interruption in the supply of such service from the local hydro department.

WATER

8.10 To supply cold water and hot water heated to a reasonable temperature through the existing pipes in the Building to the common washrooms in the Building; provided however that the Landlord shall be relieved of such obligation to supply water while making any plumbing repairs in the Building which necessitate the interruption of the supply of water to the portion of the Building in which the Demised Premises are located, if such repairs are made by the Landlord with all reasonable diligence, and while such supply of water to the Building is not available due to an interruption in the supply of water from the local water department.

LANDLORD'S INSURANCE

8.11 The Landlord shall, except as hereinafter provided, at all times throughout the Term and any renewal thereof carry (i) insurance on the Building and property of every description, including all mechanical and electrical equipment contained therein (including, without limitation, boilers and pressure vessels) and owned by the Landlord (specifically excluding any property with respect to which the Tenant and other tenants are obliged to insure pursuant to Section 7.13 or similar sections of their respective leases) against all risks of loss or damage, including earthquake and flood, covered under Insurer's Advisory Organization Form No. IBC4037, or its replacement in effect from time to time, to the full replacement cost thereof; (ii) public liability and property damage insurance with respect to the Landlord's operations in the Building in such reasonable amounts and with such reasonable deductions as would be carried by a prudent owner of a reasonably similar Building, having regard to size, age and location; and (iii) such other form or forms of insurance as the Landlord or the Mortgagee reasonably considers advisable; provided that, if the Landlord shall be unable, from time to time during the Term, to obtain any of the coverages referred to herein on terms or at rates which are, in the sole and unfettered discretion of the Landlord, commercially reasonable, the Landlord shall have the right not to obtain or renew such insurance coverages or to discontinue such coverages, without any liability to the Tenant for having done so. Subject to the rights of any Mortgagees, the proceeds of any insurance received by the Landlord in compensation for physical loss or damage to the Building shall be applied in accordance with the provisions of Article XII hereof. Notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under any policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord. On written request from the Tenant, the Landlord will provide a written summary of the Landlord's insurance then in effect.

SNOW REMOVAL

8.12 To remove ice and snow from the sidewalks, driveways, private walks and parking lot appurtenant to the Building whenever reasonably required, including whenever required by applicable Municipal by-laws.

GLASS

8.13 To replace broken glass in all doors and windows of the Building with glass of the same kind and quality as that broken, except that the Landlord shall have no obligation to replace the glass contained in the Tenant's improvements; provided that where such breakage is a result of the act or omission of the Tenant, its employees, servants, agents, contractors, licencees or invitees, the Tenant shall forthwith repay to the Landlord the cost of such replacement, together with Landlord's administration charge of 15% of the said amount.

ACCOUNTING

8.14 The Landlord shall within 90 days after the end of each fiscal year provide to the Tenant a statement certified by an officer of the Landlord (the "Statement") setting out in detail the Tenant's Proportionate Share of Operating Cost, Taxes, Business Taxes and Capital Taxes and such other items of Additional Rent of a recurring and variable nature for such fiscal year. If the aggregate monthly instalments on account thereof paid during such fiscal year differ from the actual amount thereof set forth in the Statement, the Tenant shall pay or the Landlord shall refund the difference within 30 days after the Statement is provided. The Tenant may within the 120 day period after the Statement is provided examine the books and records of the Landlord relating to the Building. The Tenant may by notice given within such 120 day period but not otherwise, dispute the Statement, whereupon the matter shall be finally resolved by the Consultant. If the Consultant determines that the amount payable by the Tenant has been overstated by more than five percent, the Landlord shall pay the fee of the Consultant. If the Consultant determines that the amount payable by the Tenant has not been overstated by five per cent or more, the Tenant shall pay such fee. Any adjustment required to any previous payment made by the Tenant or the Landlord by reason of any such determination shall be made forthwith. The Landlord may claim a readjustment of the Tenant's Proportionate Share of Operating Costs, Taxes and Business Taxes or of any other item of Additional Rent based upon any error of computation or allocation by notice given within 180 days after the Statement is provided, but not otherwise.

ABANDONMENT OF GOODS

8.15 Any goods, chattels, fixtures, inventory, equipment and other property of the Tenant not removed from the Demised Premises within seven days from the date of expiry of the Term, shall be deemed to have been abandoned by the Tenant and the Landlord may thereupon remove and dispose of them (including by private or public sale), retain them or convey them to a new Tenant or otherwise deal with them in any manner whatsoever, without compensation to the Tenant.

ELEVATOR SERVICE

8.16 Subject to the rules and regulations referred to in Paragraph 23.01 the Landlord agrees to furnish, except when repairs are being made, elevator service in common with others, provided that the Tenant and such employees and all other persons using the same shall do so at their own risk and under no circumstances shall the Landlord be responsible for any damage or injury happening to any person while using the same or occasioned to any person by an elevator or any of its appurtenances, except where such damage or injury is caused by the negligence of the Landlord, its agents, servants or employees. For all purposes herein "Elevator Service" shall mean operator-less, automatic elevator service.

JANITORIAL SERVICE

- 8.17 (i) The Landlord covenants to supply janitorial services for the Common Facilities including both inside and outside window washing for windows on the perimeter of the Building, and with the exception of the obligation to cause such work to be done the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work. The Landlord shall also provide janitorial services for the Demised Premises, including cleaning, rubbish removal and other services, in keeping with the high-class character of the Building of which the Demised Premises forms a part. The Tenant acknowledges that the Landlord shall not be responsible for any act or omission or commission on the part of any person or persons employed to perform internal janitorial services for the Demised Premises. The Landlord undertakes, however, to use all reasonable endeavours to ensure that the contract for the janitorial services for the inside premises of the Building shall be awarded to a reputable contractor, whose prices are competitive with the prevailing prices in Hamilton and, if applicable, who shall maintain appropriate fidelity bonding for his employees. The cost of such janitorial services shall be included in Operating Costs.
- (ii) If the Tenant requests the Landlord not to supply internal janitorial services to the Demised Premises then the Tenant shall, at its own expenses, provide its own janitorial services for the Demised Premises, including cleaning, window washing (except for windows on the outside perimeter of the Building), rubbish removal and other services and such janitorial services supplied by the Tenant for the Demised Premises shall be of a first class nature in keeping with the high class character of the Building of which the Demised Premises forms a part. Should the Landlord, acting reasonably, not be satisfied with the standard of the janitorial services being performed on the Demised Premises, after having given 10 days written notice of such dissatisfaction to the Tenant and if the Tenant has failed to correct the same within the aforesaid 10 day period, the Landlord shall then be entitled to enter upon the Demised Premises and undertake the necessary janitorial services in accordance with paragraph 8.17 (i) of this Lease.

MANAGEMENT

8.18 The Landlord shall have the right from time to time to delegate some or all of its management responsibilities to a duly qualified, reputable property manager. The Landlord will not engage such manager without the Tenant's prior written approval, which will not be unreasonably withheld.

ARTICLE IX - SIGNS

9.01 (a) The Tenant shall not erect any signs on the exterior wall of the Building or which may be visible from the exterior of the Building without the prior written consent of the Landlord, which consent may not be unreasonably withheld; it being expressly understood that the Landlord wishes to control the appearance of the exterior of the Building for the benefit of the Landlord and other tenants of the Building.

(b) The Landlord shall provide a directory in the main lobby in the Building on which the Tenant, together with the other

tenants in the Building, shall have their respective names shown. The Tenant shall have the right to list its various departments in such directory. Tenant shall pay the Landlord's cost of moving names or inserting any additional names in such directory. The Landlord, in its sole discretion, shall design the style of such identification and allocate the space on the directory board.

9.02 The Tenant shall not install any draperies, blinds or other window coverings or installations which shall be visible from the exterior of the Building without the prior written approval of the Landlord, having regard to the matters set out in paragraph 9.01(a) hereof, and which approval may, in the circumstances be unreasonably withheld.

9.03 If the Landlord acting reasonably objects to a sign, picture, advertisement, notice, lettering or decoration in the interior of the Demised Premises that is visible from the exterior, the Tenant will immediately remove it.

9.04 If any sign, advertisement or notice shall be used, painted or affixed by the Tenant on or to any part of the Building, whatever, except as aforesaid, then the Landlord or its agents shall be at liberty to remove any such sign, advertisement or notice and, if necessary enter on the Demised Premises to do so and the Landlord's costs and expenses for such removal and the cost of repairing any damages resulting therefrom together with an administrative charge of 15% of such costs and expenses, shall be payable, forthwith on demand, by the Tenant to the Landlord, as Additional Rent.

ARTICLE X - ASSIGNING AND SUB-LETTING

10.01 (a) The Tenant will not assign, set over, transfer, sub-let or sub-lease, hypothecate, encumber ("transfer") or in any way deal with or part with the whole or any part of the Demised Premises to anyone, for or during the whole or any part of the Term, without written consent first being obtained from the Landlord, but such consent shall not be unreasonably withheld.

Provided, however, and it is made a condition to the giving of such consent that:

(i) the proposed assignee or sub-lessees ("transferee") of this Lease shall agree with the Landlord in writing to assume and perform all of the Terms, covenants, conditions and agreements by this Lease imposed upon the Tenant herein in a form to be provided by the solicitor for the Landlord;

(ii) in the event of a transfer consented to by the Landlord the Tenant shall nonetheless remain responsible to the Landlord for the fulfillment of all obligations created by this Lease;

(iii) the Tenant shall pay to the Landlord an amount of \$300 in advance plus any legal fees charged by the Landlord's solicitors in connection with the application for consent herein. It is understood that this amount represents a reasonable cost to the Landlord for reviewing such application.

(iv) the consent of the Landlord to a transfer is not a waiver of the requirement for consent to subsequent transfers;

(v) no acceptance by the Landlord of Rent or other payment by a transferee is (i) a waiver of the requirement for the Landlord to consent to the transfer, (ii) the acceptance of the transferee as Tenant, or (iii) a release of the Tenant from its obligations under this Lease; and

(vi) the Landlord may apply amounts collected from the transferee to any unpaid Rent.

(b) In considering whether to give its consent, the Landlord may have regard to the financial status, credit rating, reputation and past business record of the proposed transferee and its key employees, proposed use consistent with a first-class office building and its effect on the Landlord's ability to rent other space in the Building at rental rates consistent with the first-class nature of the Building, refusal of a Mortgagee to give any consent required under its security on the Building, and any other factors which the Landlord, in its sole discretion, considers relevant. Tenant will provide the Landlord with all information requested by the Landlord in order to enable the Landlord to consider the request for consent.

(c) For the purpose of this Section, any sale or other disposition of whatsoever nature and kind and any issue of shares, merger or statutory amalgamation resulting in a change in the beneficial ownership, whether directly or indirectly of the shares of the Tenant or any corporation which has de facto control over the Tenant, either directly or by reason of the holding of shares in any other corporation or corporations shall be deemed to be a transfer by the Tenant of this Lease.

(d) Notwithstanding anything contained in this Lease, if the Tenant from time to time receives a bona fide offer in writing for the transfer of the whole or any part of the Demised Premises, which the Tenant is prepared to accept, then prior to acceptance of any such offer, the Tenant shall provide the Landlord with a signed copy of such offer and the Landlord shall have the option, exercisable within seven days of receipt of such offer, to terminate this Lease with respect to that part of the Demised Premises referred to in such offer. If the Landlord exercises its option, the Tenant may, within three days thereafter, revoke its application to the Landlord, but if such application is not revoked, the Tenant shall peaceably surrender and yield up to the Landlord possession of that part of the Demised Premises referred to in such offer on the day prior to the date that the proposed transferee was to take possession pursuant to such offer. If the whole of the Demised Premises shall be surrendered to the Landlord, this Lease shall then be terminated. Otherwise the Base Rent payable under this Lease hereof shall be reduced in the proportion that the gross leasable area of the Demised Premises surrendered is of the total gross leasable area of the original Demised Premises.

(e) The Tenant shall not print, publish, post, display or broadcast any notice or advertisement to that effect or otherwise advertise the whole or any part of the Demised Premises for the purpose of a Transfer, and it shall not permit any broker or other person to do any of the foregoing, unless the complete text and format of any such notice or advertisement is first approved in writing by the Landlord. Without in any way restricting or limiting the Landlord's right to refuse any text or format on other grounds, any text or format proposed by the Tenant shall not contain any reference to the Base Rent applicable to the Demised Premises.

(f) If the Landlord sells, or otherwise transfers or disposes of the Building or any part of it, or if the Landlord assigns this Lease or any interest of the Landlord under it, to the extent that the purchaser, transferee or other disposee agrees with the Landlord to assume the Landlord's obligations under this Lease, the Landlord will be released from those obligations. The Landlord shall require any purchaser of the Building or assignee of this Lease, subject to Article XV hereof, to agree to assume the Landlord's obligations under this Lease.

ARTICLE XI - REZONING, ADDITIONS

11.01 The Tenant covenants that it will not oppose or cause to be opposed any application for additions to the Building or changes of zoning concerning the Project Lands on which the Building is situate, which are instituted by the Landlord, provided the ability of the Tenant to use the Demised Premises for the purposes herein provided is not adversely affected

thereby. Upon the request of the Landlord, the Tenant shall execute a suitable acknowledgement that it does not oppose any such application.

11.02 The Landlord hereby reserves the right at any time and from time to time to make changes in, additions to, subtractions from or rearrangements of the Building including, without limitation, all improvements at any time thereon to the Common Facilities and all entrances and exits thereto; parking facilities; to grant, modify and terminate easements or other agreements pertaining to the use and maintenance of all or parts of the Common Facilities; to close all or any portion of the Common Facilities to such extent as may in the opinion of the Landlord's counsel be necessary to prevent accrual of any rights to any persons therein and to make changes or additions to the pipes, conduits, utilities and other necessary Building services in the Demised Premises which serve other premises, provided that:

- (i) prior to the Commencement Date, with the consent of the Tenant, to be given expeditiously and not to be unreasonably withheld, the Landlord may alter or relocate the Demised Premises to the extent found necessary by the Landlord to accommodate changes in construction design or facilities including major alterations and relocations but provided always that the Demised Premises as altered or relocated shall be of at least the same size and in approximately the same location and shall be in all material aspects comparable to the Demised Premises as defined herein;
- (ii) after the Commencement Date the Demised Premises may not be altered, other than minor relocations of parts of the perimeter walls, or other boundaries thereof, necessary to accommodate alterations in construction design or facilities which do not reduce the gross leaseable area of the Demised Premises and other alterations thereto which shall be limited to those of a minor nature;
- (iii) so long as the Landlord shall not unreasonably interfere with the Tenant's business in the Demised Premises more than is reasonably necessary in the conduct of such changes, additions, subtractions or re-arrangements, the Tenant shall not have any right to object to or to make any claim on account of the exercise by the Landlord of its rights under this Paragraph 11.02, nor shall the Tenant be entitled to any abatement of Rent therefore notwithstanding any change in the size of the Common Facilities, any nuisance, inconvenience or loss to, interference with or obstructions, interruption, dislocation or suspension of any utilities or the use of the Common Facilities; and
- (iv) the Landlord covenants to make any such changes, additions, subtractions or re-arrangements as expeditiously as reasonably possible.

ARTICLE XII - DAMAGE, DESTRUCTION OR EXPROPRIATION

DAMAGE AND DESTRUCTION

12.01 In the event of damage to or destruction of the Demised Premises, the Rent provided to be paid hereunder or a proportionate part thereof, according to the nature and extent of the damage to the Demised Premises, shall abate until the Demised Premises shall have been rebuilt or made fit for the purpose of the Tenant and the Landlord shall rebuild or make fit the Demised Premises with all due diligence. Provided, always if the part rendered unusable exceeds one half of the gross leaseable area of the Demised Premises there shall be a total abatement of Rent until the repairs have been made unless the Tenant with the permission of the Landlord, in fact uses the undamaged part in

which case the Tenant shall pay a proportionate Rent for the part so used. Provided that if the damage is repaired within 10 days after the date of the damage or destruction there shall be no abatement of rent. Provided, however, that in the event that, using reasonable diligence, the Demised Premises is deemed by the Consultant to be incapable of being rebuilt or made reasonably fit for occupancy within 180 days from the date of damage or destruction, the Landlord may terminate this Lease on written notice given within 45 days after the occurrence of such damage or destruction.

TENANTS REPAIRS

12.02 The Landlord shall repair and restore the Demised Premises according to the nature of the damage with all reasonable diligence, except for improvements installed by the Tenant which the Tenant shall repair and restore, in both cases, to substantially the condition the same were in immediately before such destruction occurred, but to the extent that any part of the Demised Premises is not reasonably capable of use by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord's Consultant, repairs by the Tenant ought to have been completed with reasonable diligence. Provided, however, that the Tenant shall pay to the extent not covered by insurance proceeds for the cost of the repair and restoration of all destruction which is attributable to the wilful act or neglect of the Tenant, its servants or agents and in such a case, notwithstanding anything herein otherwise contained, there shall be no abatement of Rent. The Tenant shall not be required to effect any repairs to the Demised Premises which are expressly the responsibility of the Landlord under this Lease. The Landlord shall make all structural repairs, subject to the foregoing provisions, and all repairs to the Common Facilities.

DESTRUCTION OF BUILDING

12.03 Notwithstanding the foregoing provisions in the event of total or partial destruction of the Building of which the Demised Premises form a part (and whether or not the Demised Premises are destroyed) to such a material extent or of such a nature that in the opinion of the Landlord the Building must be or should be totally or partially demolished, whether to be re-constructed in whole or in part or not, then the Landlord may, at its option (to be exercised within 60 days from the date of destruction) give notice to the Tenant that this Lease is terminated with effect from the date stated in the notice. If the Tenant is able effectively to use the Demised Premises after the destruction, such date shall not be not less than 30 days from the date of the notice. If the Tenant is unable effectively to use the Demised Premises after the destruction, the date given in the notice shall be the date of destruction. Upon such termination, the Tenant shall immediately surrender the Demised Premises and all its interest therein to the Landlord and the Rent shall abate and be apportioned to the date of termination and the Tenant shall remain liable to the Landlord for all sums accrued due pursuant to the terms hereof to the date of termination. The Landlord's Consultant shall determine whether the Demised Premises can or cannot be effectively used by the Tenant and his certificate thereon shall be binding and conclusive upon both Landlord and Tenant for the purposes hereof.

LAST YEAR OF TERM

12.04 In the event of such damage or destruction occurring in the last year of the Term hereof or any renewal thereof, so that the Demised Premises or the Building are incapable of being rebuilt or made reasonably fit for occupancy within 30 days from the date of damage or destruction, the Landlord may terminate this Lease on written notice given within 20 days after the occurrence of such damage or destruction.

INSURANCE

12.05 Notwithstanding the provisions of sub-clause 12.01 hereof, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance substantially sufficient to pay for the cost of rebuilding or making fit the Building or the Demised Premises are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, the Landlord may terminate this Lease on written notice given with 30 days after the occurrence of such damage or destruction.

RENT AND OTHER LIABILITIES

12.06 Upon the termination of this Lease, as hereinbefore provided, Rent and any other liabilities of the Tenant shall be apportioned and paid to the date on which the damage or destruction occurred and the Tenant shall forthwith deliver up possession of the Demised Premises.

In none of the cases aforesaid shall the Tenant have any claim upon the Landlord for any damages sustained by it nor shall the Landlord be obligated to rebuild the Building or any part thereof in accordance with the original plans and specifications therefor. No damages, compensation or claim whatsoever shall be payable by the Landlord for inconvenience, loss of business or annoyance or other loss or damage whatsoever arising from the occurrence of any such damage or destruction of the Demised Premises or of the Building and/or the repair or restoration thereof.

EXPROPRIATION

12.07(a) If at any time during the Term, all or part of the Building or the Project Lands is acquired or expropriated by any lawful expropriating authority or if, in the Landlord's opinion, reasonable access to the Project Lands is materially affected by any such acquisition or expropriation, then in either of such events, at the option of the Landlord, this Lease shall cease and terminate as of the date of the interest acquired or expropriated vesting in such expropriating authority and the Tenant shall have no claim against the Landlord for the value of any unexpired Term or for damages or for any reason whatsoever. If the Landlord does not so elect to cancel this Lease by notice as aforesaid, this Lease shall continue in full force and effect without any reduction or abatement of Rent, provided that if any part of the Demised Premises is expropriated, the Rent payable by the Tenant pursuant to this Lease shall be adjusted accordingly by the Landlord in the proportion by which the gross leasable area of the remaining Demised Premises is of the original Demised Premises. If and to the extent that any portion of the Project Lands are expropriated, then the full proceeds accruing therefrom or awarded as a result thereof shall belong proportionately to the Landlord and the Tenant as their respective interests in the Project Lands shall appear.

(b) Notwithstanding Section 12.07(a) hereof, and in addition thereto, the Tenant shall have the right to claim and recover from the expropriating authority, but not from the Landlord, such compensation as may be separately awarded to or recoverable by the Tenant in the Tenant's own right on account of any and all damage to the Tenant's business by reason of the expropriation and for or on account of any cost or loss to which the Tenant might be put in removing the Tenant's merchandise, furniture, fixtures, Leasehold improvements and equipment.

RECONSTRUCTION

12.08 If the Building is damaged or expropriated to the extent described in Sections 12.01, 12.03 and 12.07(a) and the Landlord does not terminate this Lease, the Landlord will promptly rebuild or repair the Building to the extent of its obligations under its leases for rentable premises but the Landlord may use plans and

specifications and working drawings that are different in content from those used in the original construction of the Building or any part of it and the rebuilt or repaired Building may be different in configuration or design from the Building before the damage or expropriation; provided such plans shall not, in the opinion of the Consultant, adversely affect the operations of the Tenant; and provided further that, if the Demised Premises are to be reconstructed, the consent of the Tenant to the configuration and design of the Building shall be first obtained, such consent not to be unreasonably withheld.

CONSULTANT'S CERTIFICATE

12.09 A Consultant's Certificate as to the length of time required, using reasonable diligence, to rebuild or restore the Building or the Demised Premises, or as to when the Demised Premises or any portion thereof are reasonably fit for occupancy by the Tenant shall be conclusive and binding upon the Landlord and the Tenant, unless a manifest error is demonstrated therein and subject to the arbitration provisions hereof.

ARTICLE XIII - TENANT'S DEFAULT

RIGHT TO RE-ENTER

13.01(a) If the Tenant (i) defaults in the payment of Rent and fails to make payment of such Rent within 10 days after it falls due, (ii) commits a breach of this Lease that is capable of remedy, other than a default in the payment of Rent, and fails to remedy the breach within 15 days after written notice that (1) specifies particulars of the breach, and (2) requires the Tenant to remedy the breach (or if the breach would reasonably take more than 15 days to remedy, fails to start remedying the breach within the 15 day period, or fails to continue diligently and expeditiously to complete the remedy), or (iii) commits a breach of this Lease that is not capable of remedy and receives written notice specifying particulars of the breach then, at the Landlord's option, the full amount of the current month's and the next three months' instalments of Rent (calculated according to Section 13.02(b)) will become due and payable and the Landlord may immediately re-enter the Demised Premises, repossess them and expel all persons from the Demised Premises, and may remove all property from the Demised Premises, sell or dispose of it as the Landlord considers appropriate, or store it in a public warehouse or elsewhere at the cost of the Tenant, all without, service of notice, without legal proceedings, and without liability for loss or damage.

(b) In addition to anything else, if:

(i) a report or statement required from the Tenant under this Lease is false or misleading except for a misstatement that is the result of an innocent clerical error;

(ii) the Tenant, or a person carrying on business in a part of the Demised Premises, or a guarantor becomes bankrupt or insolvent, or becoming bankrupt or insolvent shall take the benefit of any Act now or hereinafter in force for bankrupt or insolvent debtors;

(iii) a receiver or a receiver and manager is appointed for all or a part of the property of the Tenant, or of another person carrying on business in the Demised Premises, or of a guarantor;

(iv) steps are taken or proceedings are instituted for the dissolution, winding up or liquidation of the Tenant or its assets, or the Tenant shall make any assignment for the benefit of its creditors;

(v) the Tenant makes or attempts to make a bulk sale of any of its assets regardless of where they are situated (except for a bulk sale made to a transferee when the transfer has been consented to by the Landlord);

(vi) the Tenant abandons or attempts to abandon the Demised Premises, or sells or disposes of property of the Tenant or removes it from the Demised Premises so that there does not remain sufficient property of the Tenant on the Demised Premises subject to distress to satisfy the Rent due or accruing for at least 12 months;

(vii) the Demised Premises are vacant or unoccupied for 15 consecutive days or are used for any purpose other than as herein provided;

(viii) the Tenant effects or attempts to effect a transfer that is not permitted by this Lease; or

(ix) this Lease or more than 10% in value of the Tenant's assets on the Demised Premises are taken or seized under a writ of execution, a chattel mortgage, charge, debenture, or other security instrument;

the Tenant will be considered to have breached this Lease, and the Landlord will have all rights and remedies available to it under this Lease and at law, including without limitation all rights and remedies set out in paragraph 13.01 (a) hereof.

RIGHT TO TERMINATE OR RELET

13.02(a) If the Landlord re-enters the Demised Premises under Section 13.01 or if it takes possession under legal proceedings, it may, without limiting its rights to recover damages, either terminate this Lease, or relet the Demised Premises or a part of them for whatever term or terms (which may be for a term extending beyond the Term) and at whatever Rent and upon whatever other terms, covenants and conditions the Landlord considers advisable. On each such reletting, the Rent received by the Landlord from the reletting will be applied, first to the payment of amounts owed to the Landlord that are not Rent, second to the payment of any costs and expenses of the reletting including brokerage fees and solicitors fees, (on a solicitor and his own client basis), and the costs of any alterations or repairs needed to facilitate the reletting; third to the payment of Rent; and the residue if any will be held by the Landlord and applied in payment of Rent as it becomes due and payable. If Rent received from reletting during a month is less than that to be paid during that month by the Tenant, the Tenant will pay the deficiency, which will be calculated and paid monthly in advance on or before the first day of every month. No re-entry or taking possession of the Demised Premises by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of termination is given to the Tenant. If the Landlord relets without terminating it may afterwards elect to terminate this Lease for the previous default. If the Landlord terminates this Lease for a default, it may recover from the Tenant damages it incurs by reason of the default, including the cost of recovering the Demised Premises, solicitors' fees (on a solicitor and his own client basis) and including the worth at the time of the termination, of the excess, if any, of the amount of Rent required to be paid under this Lease for the remainder of the Term over the rental value, at the time, of the Demised Premises for the remainder of the Term, all of which amounts will be due immediately and payable by the Tenant to the Landlord.

(b) If the Landlord terminates the Lease or re-enters the Demised Premises for a default the Base Rent, for the purpose of calculating the Landlord's damages will be considered to be equal to the average annual Base Rent that was payable for those expired Lease Years plus Additional Rent.

DISTRESS

13.03 The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants that upon any claim being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant to any action brought to test the Landlord's rights hereunder and agrees that notwithstanding any

such statute none of the goods and chattels that are, or were at any time, owned by the Tenant, shall be exempt from levy by distress for Rent or any other charges. In case of removal by Tenant of the goods and chattels of Tenant from the Demised Premises the Landlord may follow the same for 30 days in the same manner as is provided for in the Landlord and Tenant Act. The Tenant agrees to provide the Landlord with a key which will at all times open the locks to the main entry door on each floor of the Demised Premises and hereby expressly licences and authorizes:

(i) the Landlord to use such key for the purposes of effecting entry to the Demised Premises to distrain on the goods and chattels of the Tenant; in the event that the Landlord does not have such key or is unable to gain access to the Demised Premises by the use of such key, the Tenant hereby expressly licences and authorizes the Landlord to use such other means of ingress for the purpose of effecting distress as the Landlord may in its sole discretion determine including, without limitation, the breaking of the lock or of any window without being liable for any damages or prosecution therefor;

(ii) the Landlord to distrain after sunset, before sunrise and on Sundays and statutory holidays

all goods and chattels brought by the Tenant onto the Demised Premises. If the Tenant shall leave the Demised Premises leaving any Rent or other amounts owing under this Lease unpaid, the Landlord, in addition to any other available remedy, may seize and sell the goods and chattels of the Tenant at any place to which the Tenant or other person may have removed them in the same manner as if such goods and chattels had remained and been distrained upon the Demised Premises.

LIEN ON TRADE FIXTURES

13.04 If the Tenant at any time during the period of time the Tenant is given possession of the Demised Premises or throughout the Term or any renewal thereof or at the expiration or other termination of the Term or any renewal thereof is in default under any covenant or obligation contained in this Lease, the Landlord has a lien on all stock-in-trade, inventory and fixtures, equipment and facilities of the Tenant as security against loss or damage resulting from any such default by the Tenant and said stock-in-trade, inventory, fixtures equipment or facilities shall not be removed by the Tenant until such default is cured, unless otherwise permitted in writing by the Landlord.

LANDLORD MAY CURE THE TENANT'S DEFAULT

13.05 If the Tenant defaults in the payment of money that it is required under this Lease to pay to a third party, the Landlord after giving five days notice in writing to the Tenant, may pay all or part of the amount payable. If the Tenant defaults under this Lease (except for a default in the payment of Rent) the Landlord may, after giving reasonable notice (it being agreed that 48 hours is reasonable notice of a default) or, without notice in the case of an emergency, perform or cause to be performed all or part of what the Tenant failed to perform and may enter upon the Demised Premises and do those things that it considers necessary for that purpose. The Tenant will pay to the Landlord on demand, the Landlord's expenses incurred under this Section plus an amount equal to 15% of those expenses for the Landlord's overhead. The Landlord will have no liability to the Tenant for loss or damages resulting from its action or entry upon the Demised Premises.

LEGAL COSTS

13.06 If the Landlord shall commence an action for collection of Rent or other sums payable under this Lease or if the same shall be collected upon the demand of a solicitor or if the Landlord shall commence an action to compel performance of any of the terms, conditions, covenants or provisoes under this Lease or for damages for failure of the Tenant to perform the same or if

13.07 The Tenant shall pay the cost of obtaining any Consultant's certificate requested by the Tenant. The Tenant shall pay any costs or fees incurred by Landlord in considering any request from Tenant for any consent, acknowledgement or other document, including, without limitation, the Landlord's solicitor's fees in respect thereof on a solicitor and his own client basis and a charge based on Landlord's administrative time for reviewing and responding to such request.

13.08 All sums, for Rent or otherwise, payable to the Landlord under the terms of this Lease shall bear interest at the Stipulated Rate Of Interest in effect on the date that they become due or owing until the actual date or dates of payment.

13.09 If the Tenant is in default in the payment of any amounts or charges required to be paid pursuant to this Lease, they shall, if not paid when due, be collectible as Additional Rent forthwith on demand, but nothing herein contained is deemed to suspend or delay the payment of any amount of money or charges at the time same becomes due and payable hereunder, or limit any other remedy of the Landlord.

The Tenant covenants and agrees that the Landlord may, at its option, apply all sums received from the Tenant or on behalf of the Tenant to any Rent or other amount payable hereunder in such order as the Landlord sees fit.

13.10 The remedies under this Lease are cumulative. No remedy is exclusive or dependent upon any other remedy. Any one or more remedies may be exercised generally or in combination. The specifying or use of a remedy under this Lease does not limit rights to use other remedies available at law generally.

13.11 Any breach by the Landlord under this Lease can be corrected an action for damages, or if applicable, by an action for specific performance.

14.01 All notices, payments, consents or other documents required or which may be given under this agreement (the "documents") shall be in writing, duly signed by the party giving such notice and delivered or transmitted by registered mail addressed as follows:

Landlord: Region Plaza Inc.
2 St. Clair Avenue East
Suite 1202
Toronto, Ontario.
M4T 2T5

Attention: Warren S. Green

Tenant: Regional Municipality of Hamilton-Wentworth
119 King Street West,
12th Floor
Hamilton, Ontario.
L8N 3V9

Attention: Kenneth Anderson - Regional Solicitor

Any document so given shall, unless delivered, be deemed to have been received on the fourth business day following the date of mailing, if sent by registered mail. In the event of interruption of the postal system by labour strife, such document shall be delivered. Any party may from time to time by notice given as provided above change its address for service of documents.

ARTICLE XV- PRIOR INTERESTS

PRIORITY OF MORTGAGES

15.01(a) This Lease is subject and subordinate to all mortgages, deeds of trust, charges, financings, refinancings or collateral financings as well as the charges or liens resulting from all or any of them, and all renewals, modifications, consolidations, replacements and extensions thereof which may now or at any time hereafter affect the Demised Premises (the "encumbrances") in whole or in part or the Building in whole or in part and whether or not such mortgages or deeds of trust shall affect only the Demised Premises or the Building of which the Demised Premises shall form a part or shall be blanket mortgages or deeds of trust affecting other premises as well. The Tenant shall at any time on notice from the Landlord attorn to and become a Tenant of a Mortgagee under any such mortgage or deed of trust upon the same terms and conditions as set forth in this Lease and shall execute promptly on request by the Landlord any instruments of postponement or attornment or other instruments from time to time requested to give full effect to this requirement;

(b) The form and content of any document effecting the subordination and attornments provided for in Section 15.01(a) hereof will be that required by the Mortgagee in each case, and such document will be delivered by the Tenant to the Landlord within 10 days after the Landlord requests it.

ACKNOWLEDGEMENTS

15.02 The Landlord shall obtain the written consent of each Mortgagee on its usual terms to permit the Tenant to continue in occupation of the Demised Premises when not in default, upon a Mortgagee entering into possession, in accordance with and subject to all the rents, covenants, conditions and agreements contained herein.

PRIORITY OF LEASE

15.03 The Tenant agrees that a Mortgagee of any lien, mortgage, charge or encumbrance of the Building at any time by an instrument in writing registered against the title to the Building may subordinate its lien, mortgage, charge or encumbrance to this Lease without any further consent or agreement of the Tenant.

ESTOPPEL CERTIFICATES OR STATEMENTS

15.04(a) The Tenant or the Landlord at any time and from time to time upon not less than 10 days' prior notice, shall execute and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the modifications and that the same is in full force and effect as modified) the amount of the Base Rent then being paid hereunder, the dates to which the same, by instalment or otherwise and other sums herein provided to be paid by the Tenant have been paid, stating whether or not there is any existing default on the part of the Landlord or the Tenant as the case may

be of which the other has notice, the particulars and amount of insurance policies on the Demised Premises in which the interest of the party giving such certificate is noted, the amount of prepaid rent or security deposit being held by the Landlord, the area of the Demised Premises and the Tenant's Proportionate Share for payment of taxes or operating costs, whether all Landlord's or Tenant's work (as the case may be) in construction of the Demised Premises or any leasehold improvements thereof has been completed and whether or not there is any claim, charge, defence, right to set off or counter-claim by the Tenant against the Landlord in respect of Rent or otherwise;

(b) Any statement delivered pursuant to the provisions of this Section may be conclusively relied upon by any purchaser or prospective purchaser or any Mortgagee or prospective Mortgagee of the fee or the leasehold or any other transferee or prospective transferee save as to any default on the part of the Landlord or the Tenant of which the party giving such statement does not have notice at the date thereof. If the Tenant fails to execute and deliver any such statement within 10 days of written request therefor by the Landlord, the Landlord shall have the right to execute and deliver such statement by and on behalf of the Tenant and such statement shall be binding upon the Tenant;

(c) From time to time and upon the request of the Landlord, the Tenant shall deliver to the Landlord the Tenant's most recent financial statements, together with such other financial information and for such periods of time as may be requested by a Mortgagee or prospective Mortgagee or purchaser of the Building. Failure of the Tenant to comply with the Landlord's request herein shall constitute a default under the terms of the Lease and the Landlord shall be entitled to exercise all of its rights and remedies provided for in this Lease. Any such financial statements shall be maintained in strict confidence and shall be used only for the purposes for which they are to be provided.

RIGHTS OF MORTGAGEES

15.05 If at any time during the currency of a mortgage of the Landlord's estate in the Demised Premises in favour of a Mortgagee who has given notice in writing of such mortgage to the Tenant the Landlord shall make any default in the performance of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease which would give rise to a right in the Tenant to terminate this Lease, then the Tenant, before becoming entitled as against such Mortgagee to exercise any right to terminate this Lease shall give to such Mortgagee notice in writing of such default. Such Mortgagee shall have 60 days after the giving of such notice, or such longer period as may be reasonable in the circumstances, within which to remedy such default, and if such default is remedied within such time the Tenant shall not by reason thereof terminate this Lease, and provided further that the rights and privileges granted to any such Mortgagee by virtue of this Section shall not in any way be deemed to alter, affect or prejudice any of the rights and remedies available to the Tenant as against the Landlord. Any notice to be given to such Mortgagee shall be deemed to have been properly given if mailed by registered mail to its most recent address of which the Tenant shall have notice.

ARTICLE XVI - GENERAL

NO WAIVER OF DEFAULT

16.01 No condoning, excusing, overlooking or delay in acting upon by the Landlord of any default, breach of non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition in this Lease shall operate as a waiver of the Landlord's rights under this Lease in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing.

TENANT PARTNERSHIP

16.02 If the Tenant is a partnership (the "Tenant Partnership"), each person who is presently a member of the Tenant Partnership, and each person who becomes a member of any successor Tenant Partnership hereafter, shall be and continue to be liable jointly and severally for the full and complete performance of, and shall be and continue to be subject to, the terms, covenants and conditions of this Lease, whether or not such person ceases to be a member of such Tenant Partnership or successor Tenant Partnership, and after the Partnership ceases to exist.

ACCORD AND SATISFACTION

16.03 Payment by the Tenant or receipt by the Landlord of less than the required monthly payment of Rent is on account of the earliest stipulated Rent. An endorsement or statement on a cheque or letter accompanying a cheque or payment as Rent is not an acknowledgement of full payment or an accord and satisfaction, and the Landlord may accept and cash the cheque or payment without prejudice to its right to recover the balance of the Rent or pursue its other remedies.

NO PARTNERSHIP

16.04 The Landlord does not in any way or for any purpose become partner of the Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the Tenant, nor is the relationship of principal and agent created.

NO OPTION

16.05 The submission of this Lease for examination does not constitute a reservation or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Landlord and Tenant.

ARTICLE XVII - REGISTRATION OF NOTICE

17.01 The Tenant shall not register this Lease without the written consent of the Landlord. However, the Tenant shall be entitled to register a Notice of Lease provided that such Notice shall only describe the parties, the Demised Premises, the Term and any renewal, or any restrictive covenants. Such Notice of Lease shall be prepared by the Tenant's solicitors, but shall be subject to the approval of the Landlord and its solicitors and shall be registered at the Tenant's expense. The Tenant shall bear the actual costs of the Landlord with respect to the review by the Landlord's solicitors of the Short Form of Lease or Notice of Lease.

ARTICLE XVIII - OVERHOLDING - NO TACIT RENEWAL

18.01 If the Tenant remains in possession of the Demised Premises after the Term with the consent of the Landlord but without executing a new Lease, there is no tacit renewal of this Lease despite any statutory provision or legal presumption to the contrary. The Tenant will occupy the Demised Premises as a Tenant from month to month at a monthly Base Rent payable in advance on the first day of each month equal to the total of: (a) the monthly amount of Base Rent for the last month of the Term; (b) 1/12th of the amount of Additional Rent payable by the Tenant in the last full 12 month Lease Year, and the Tenant will comply with the same terms, covenants and conditions as are in this Lease as far as they apply to a monthly tenancy including the payment of Rent.

ARTICLE XIX - RENEWAL

19.01 Provided the Tenant has been in substantial compliance with the terms and conditions of the Lease and has promptly paid all Rent due during the Term, the Tenant shall have an option to renew the Lease for one further Term of five years, commencing on the expiry date of the original Term; provided that written notice is given to the Landlord at least 12 months prior to the expiry of the Term. Such renewal shall be at a rent and on terms and conditions to be agreed upon between the Landlord and the Tenant not less than six months prior to the date of commencement of such renewal term. There shall be no right to further renewal.

ARTICLE XX - RULES AND REGULATIONS

20.01 The Tenant and its officers, directors, servants, agents and all persons visiting or doing business with it shall be bound by and shall observe the rules and regulations attached to this Lease as Schedule "C" hereto and further and other reasonable rules and regulations hereafter made by the Landlord of which notice shall be given to the Tenant, and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease. The Landlord shall enforce the rules and regulations against all occupants of the Building in a consistent fashion but in so doing need not institute any legal action.

ARTICLE XXI - UNAVOIDABLE DELAY

21.01 Whenever, and to the extent that either party shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of any obligation under this Lease in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of strike, lock-out, war, act of God or by reason of being unable to obtain material, goods, equipment, services, utility or labour required to enable it to fulfill such obligation or by reason of any statute, law or order-in-council, or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board, or any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, whether of the foregoing character or not, such party shall, so long as any such impediment exists, be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned, but nothing herein shall entitle the Tenant to withhold payment of Rent, unless otherwise specifically permitted in this Lease.

ARTICLE XXII - FAILURE OF LANDLORD TO DELIVER POSSESSION

22.01 If the Landlord is unable to deliver vacant possession of the Demised Premises on the Commencement Date by reason of the Landlord's failure to complete construction or to make available the services which the Landlord is hereby obligated to furnish or by reason of any previous tenant or occupant overholding or for any other reason whatsoever, beyond the reasonable control of the Landlord then, until such time as the Landlord is able to deliver vacant possession of the Demised Premises, Rent and such other amounts for which the Landlord may be entitled to demand payment from the Tenant under the provisions of this Lease, shall abate in that proportion which the area of the Demised Premises which is ready for occupancy bears to the gross leaseable area of the Demised Premises. The Tenant hereby agrees to accept such abatement of Rent in full settlement of any and all claims which the Tenant may otherwise have against the Landlord by reason of the Demised Premises not being ready for occupancy on the Commencement Date. The Landlord shall diligently exercise its rights to obtain completion and/or vacant possession of the Demised Premises as soon as reasonably possible and upon such completion, the Tenant shall not be entitled to any further abatement of Rent. There shall be no abatement of Rent for any

delay in occupancy due to the Tenant's failure to complete all or any installations or other work required to be completed by the Tenant in accordance with the provisions of this Lease or required for the purpose of carrying on its business operations in the Demised Premises unless such delay is caused by the Landlord delaying the Tenant in completing its work. The Tenant shall not be entitled to any abatement of Rent where the Landlord's failure to obtain completion of the Demised Premises or to deliver vacant possession of the Demised Premises on the Commencement Date is due to any act or omission on the part of the Tenant. Unless a manifest error is demonstrated, and subject to arbitration provisions hereof, the decision of the Landlord's Consultant shall be final and binding upon the parties hereto as to whether or not the Demised Premises are ready for occupancy by the Tenant, as to the proportion of the Demised Premises that is available for occupancy and as to the extent to which any delay in completion of the Demised Premises or in the delivery of vacant possession is due to any act or omission of the Tenant or its agents, servants or contractors. The Tenant shall, promptly upon the request by the Landlord, execute an acknowledgement of the date upon which complete and vacant possession of the Demised Premises is delivered to the Tenant. Notwithstanding the Landlord's failure to obtain completion of the Demised Premises or to deliver vacant possession of the Demised Premises on the Commencement Date, this Lease shall continue in full force and effect subject only to the abatement of Rent as aforesaid and this Lease shall expire on the date specified in Paragraph 4.01 hereof notwithstanding such delay. If the Landlord shall not have delivered possession of the Demised Premises on or before March 1, 1993, either the Landlord or the Tenant shall have the right and option at any time to cancel this Lease and in such event this Lease shall thereafter be null and void and any money or security deposited with the Landlord under or on account of this Lease shall be returned to the Tenant and neither party shall have any liability to the other.

FAILURE OF LANDLORD TO CONSTRUCT AND DELIVER POSSESSION

22.02 If (i) the Landlord has not commenced construction of the Building and the Project by December 31, 1989; or

(ii) the Landlord has commenced construction of the Building and the Project by December 31, 1989, but is not proceeding diligently with such construction; or

(iii) the Landlord is unable, in the determination of the Consultant, to deliver possession of the Demised Premises to the Tenant for the purposes of the Tenant's Work by March 1, 1992, then, unless such default is due to a cause beyond the Landlord's reasonable control described in Section 21.01 hereof, the Tenant shall have the right and option any time thereafter before the Landlord shall have remedied any default described in this Section, to cancel this Lease, and in such event, this Lease shall thereafter be null and void and any money or security deposited with the Landlord under or on account of this Lease shall be returned to the Tenant and neither party shall have any liability to the other.

ARTICLE XXIII - ARBITRATION

23.01 Any dispute between the parties hereto touching and concerning the interpretation of this Lease or any provision thereof, the rights of the parties hereunder, or arising out of any matter required to be determined by a Consultant, or as to the Base Rent payable pursuant to Section 5.01 hereof after the 10th year of the Term (such dispute being hereinafter referred to as the "Issue"), may be submitted to arbitration pursuant to the Arbitrations Act (Ontario), as amended or replaced from time to time, upon and subject to the following terms and conditions:

- (a) Upon notice by either party to the other, the parties shall meet and attempt to appoint a single arbitrator. If the parties are unable to agree on a single arbitrator then, upon notice given by either party and

within 5 days of such notice, each party shall name an arbitrator and the two arbitrators so named shall promptly thereafter choose a third. If either party shall fail to name an arbitrator, then the second arbitrator shall be appointed by a Judge of the District Court of Ontario pursuant to the Arbitrations Act upon application of the other party. If the two arbitrators shall fail within 5 days from their appointment to agree upon and appoint the third arbitrator then, upon application of either party, such third arbitrator shall be appointed by a Judge of the District Court of Ontario pursuant to the Arbitrations Act.

- (b) The single arbitrator or the arbitrators shall immediately hear and determine the Issue. The decision of the single arbitrator, or if more than one arbitrator, then of a majority of them, shall be made within 30 days after his appointment, or within 30 days after the appointment of the third arbitrator, as the case may be, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, if the single arbitrator fails to make a decision within 30 days after his appointment, or if a majority of the arbitrators fails to make a decision within 30 days after the appointment of the third arbitrator, then either party may elect to have a new single arbitrator or arbitrators chosen in like manner as if none had previously been selected.
- (c) The decision of the single arbitrator or of a majority of them shall be in writing and signed, and shall be final and binding upon the parties hereto.
- (d) The arbitrator or arbitrators will have the power to obtain the assistance of any expert and to act upon such assistance.
- (e) The compensation and expenses of the single arbitrator or the arbitrators shall be paid in equal proportions by the parties hereto; unless the arbitrator or arbitrators determine otherwise.
- (f) The parties agree to take all necessary actions or execute all documents necessary to give effect to the decision of the arbitrator(s).

ARTICLE XXIV - OFFER TO LEASE

24.01 The terms and conditions contained in the Offer to Lease between the Landlord and Tenant, dated July _____, 1988 (the "Offer") shall, where applicable, not merge on the execution of this Lease and shall be deemed to remain in effect and be enforceable as if they were incorporated herein and form part hereof. The Landlord and the Tenant shall, from time to time, upon request from the other, execute a certificate to whom it may concern with respect to the status of the Offer, stating which of the provisions thereof have or have not been complied with, as the case may be, and whether or not the landlord or the Tenant is or is not in default in compliance with any provision thereof. When all of the terms and conditions of the Offer have been

complied with, the Landlord and Tenant shall mutually execute an acknowledgement that the provisions of this Section are no longer in effect.

IN WITNESS WHEREOF, the parties hereto have executed this indenture.

REGION PLAZA INC.
Per:

President

Vice-President

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH
Per:

Chairman

Clerk

Treasurer

CSG/512 88/083

SCHEDULE "A"

FIRSTLY

In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and being composed of all of lots numbers 20, 21, 26 and 27; parts of lots numbers 19, 22, 23, 24, 25 and 28; and also a portion of the ten foot wide alleyway lying between Caroline and Bay Streets as shown on an unregistered plan of subdivision known as Sir Allan Napier MacNab Survey, in the block bounded by Caroline, Market, Bay and Napier Streets, and described as follows:-

PREMISING the bearings used herein are assumed astronomic and referred to the Ontario Co-ordinate System, Zone 10, Central Meridian 79 degrees 30 minutes West Longitude.

COMMENCING at a cross cut in concrete in the northern limit of Market Street distant 60.399 metres measured on a course of S68 degrees 32 minutes 43 seconds E along the aforesaid northern limit from an iron bar planted in the eastern limit of Caroline Street South.

THENCE N 18 degrees 14 minutes 13 seconds E 83.951 metres more or less to an iron bar planted in the southern limit of Napier Street.

THENCE S 68 degrees 58 minutes 19 seconds E along the southern limit of Napier Street 81.836 metres more or less to an iron bar planted at the northwest corner of a parcel of land designated as PART 4 on a plan of survey deposited in the Land Registry Office at Hamilton as Number 62R-2602.

THENCE S 17 degrees 13 minutes 50 seconds W along the western limit of PARTS 4, 3 and 2 as shown on Plan 62R-2602, 84.655 metres more or less to an iron bar planted in the northern limit of Market Street.

THENCE N 68 degrees 32 minutes 43 seconds W along the northern limit of Market Street 83.345 metres more or less to the point of commencement.

SECONDLY

Part of Napier Street on the unregistered Plan known as Sir Allan Napier MacNab Survey in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and designated as Part 2 on Plan 62R-7789.

SCHEDULE "B"

TO SCHEDULE "D" OF THE OFFER TO LEASE

RULES AND REGULATIONS

Tenant agrees as follows:

1. That all loading and unloading of merchandise, supplies, materials, garbage and other chattels shall be effected only through or by means of such doorways, corridors or elevators as Landlord shall designate.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises and/or the Building.
3. All garbage and refuse shall be kept in the kind of covered container specified by Landlord and shall be kept in the Demised Premises prepared for collection in the manner and the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
4. No signs or lettering shall be affixed to the exterior of the Demised Premises or to the surface of the glass portions of same without the consent of the Landlord being obtained.
5. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Demised Premises without the prior written consent of Landlord.
6. Subject to the provisions of the Lease, Tenant and Tenant's employees shall park their cars only in those portions of the Parking Facility designated for that purpose by Landlord acting reasonably. Tenant shall furnish Landlord, at Landlord's request, with automobile licence numbers assigned to Tenant's car or cars and cars of Tenant's employees within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur.
7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant, its employees or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron without the written consent of Landlord.
8. No animals shall be kept in or about the Demised Premises.
9. If Tenant desires telegraph, telephone, paging or other private signal connections, Landlord reserves the right to direct the electricians or other workmen as to where and how the wires are to be introduced and without such directions no boring or cutting for wires shall take place. No other wires of any kind shall be introduced without the written consent of Landlord.
10. No one shall use the Demised Premises for sleeping apartments or residential purposes as defined in the Landlord and Tenant Act or Residential Tenancies Act of Ontario.
11. Tenant agrees to use only locks, keys and locking devices provided by the Landlord on all doors of the Demised Premises and to pay to Landlord the cost of any additional or replacement keys, locks and locking devices provided by Landlord to Tenant.
12. Tenant shall give to Landlord prompt written notices of any accident, or any defect in the water pipes, gas pipes, heating apparatus, telephone or electric light or other wires in any part of the Building which comes to the attention of Tenant.

13. No inflammable oils or other flammable, dangerous or explosive material shall be kept or permitted to be kept in the Demised Premises.

14. Tenant shall not place upon, obstruct or in any manner conduct business operations on the Common Facilities without the written consent of the Landlord.

15. Tenant shall not gain access to the roof without the written consent of the Landlord.

16. Tenant shall not construct or in any way affix to the Demised Premises a television, radio or like antenna. Notwithstanding the foregoing, the Tenant may construct communication's equipment on the Building with the prior written consent of the Landlord, which may not be unreasonably withheld. The installation and maintenance of such equipment shall not cause any physical damage to the Building, nor interfere with any of the systems in the Building or with computers and other normal office equipment of other Tenants of the Building. The Tenant shall pay for any engineering studies reasonably requested by the Landlord in this regard. The Tenant also agrees that such equipment shall not, in the Consultant's determination, affect the architectural appearance of the Building.

17. Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed and the same insofar as they are applicable to the Tenant shall be kept and observed by Tenant. Landlord may from time to time waive any of such rules and regulations and is not liable to Tenant for breaches thereof by other tenants.

18. The Tenant agrees to the foregoing RULES AND REGULATIONS, which are hereby made a part of this Lease, and each of them, and agrees that for such persistent infraction of them, or any of them, as may in the opinion of the Landlord, acting reasonably, be calculated to annoy or disturb the quiet enjoyment of any other tenant, or for gross misconduct upon the part of the Tenant, or any one under it, which infraction the Tenant does not cure within a reasonable period of time after notice thereof has been given to it by the Landlord, the Landlord may use any remedy available to it under this Lease or at law.

escalators, elevators, moving sidewalks and other transportation equipment and systems) other than the portion of such costs properly chargeable to capital account under proper accounting practice in the real estate industry and except for the cost of repairing or replacing any structural defects or weaknesses;

(viii) depreciation or amortization of the cost, including repair and replacement, of all maintenance, cleaning and operating equipment, master utility meters and all other fixtures, equipment and facilities serving or comprising the Building, unless they are charged fully in the Lease Year in which they are incurred in accordance with sound accounting principles;

(ix) that portion of the Operating Costs of the HVAC System allocated to the Common Facilities by the Landlord;

(x) the cost of acquiring and installing energy conservation equipment and systems for the Building or, if sound accounting practice requires the amortization of such costs, then the portion thereof properly chargeable in the Lease Year;

(xi) the cost of making any portion of the Building fit for the purpose of a designated smoking area including renovations and additions to the Building, and its heating, ventilating and air-conditioning systems;

(xii) the Business Taxes, and Taxes and other Taxes, if any, payable by the Landlord with respect to the Common Facilities as defined in Article 6;

(xiii) an administration fee equal to 4% of the Base Rent, Taxes and Operating Costs (other than those provided for in this clause (xiii) and after deduction of those items hereinafter set out which are not included in Operating Costs), or such lesser fee as the Landlord shall be required to pay to an arms' length, third party property manager;

Operating Costs shall not include:

(1) ground rental;

(2) debt service costs in respect of financing secured by or related to the Building;

(3) leasing and rental advertising costs and commission charges incurred by the Landlord to lease the Building and any costs incurred in making unrented premises fit for leasing;

(4) costs recoverable by the Landlord pursuant to contractor's warranties;

(5) costs directly recoverable from individual Tenants for services rendered to them by the Landlord, including costs incurred in preparing unoccupied premises for a Tenant, installation of leasehold improvements and supervision fees chargeable by the Landlord;

(6) income taxes and other personal taxes of the Landlord;

(7) net recoveries that reduce the expenses incurred by the Landlord in operating and maintaining the Building and the Common Facilities, received by the Landlord from tenants as a result of any act, omission, default or negligence of tenants or as the result of breaches by tenants of the provisions in their leases (but not recoveries from tenants under clauses similar to this section);

(8) net proceeds from the insurance policies taken out or received by the Landlord, to the extent that the proceeds relate to the costs and expenses incurred in the maintenance and operation of the Building and the Common Facilities;

(9) net recoveries from charges, if any, made for the use of the parking facilities of the Building, but only to the extent of the total costs of maintaining and operating the parking facilities.

The Landlord, acting reasonably, shall have the right to apportion any item of Operating Costs between the Building and the other components of the Project.

If the Building is less than fully occupied during the whole of any fiscal period, Operating Costs shall be adjusted to mean the amount obtained by adding to the actual Operating Costs during such fiscal period such additional costs as would have been incurred if the Building had been fully occupied as determined by the Landlord, acting reasonably, so that the Tenant will bear the actual amount of Operating Costs attributable to the Demised Premises.

Notwithstanding any provision of this Lease, wherever in this Lease reference is made to a fee in the amount of 15% of the cost of goods or services supplied by the Landlord to or for the use of the Tenant, no such 15% fee shall be payable by the Tenant if the cost of the said goods or services is included in the calculation of Operating Costs.

(p) "Parking Facility" means all those portions of the Project which are from time to time intended and designated for parking spaces including spaces whether located in the indoor parking garage or otherwise, vehicular entrances and exits thereto and all services, facilities and systems contained exclusively within and serving such parking spaces.

(q) "Project" means the improvements constructed on the Project Land including the Building, the Common Facilities (whether on or adjacent to the Project Land), the Parking Facility, an apartment/hotel residential condominium, commercial recreation complex, and any other building or buildings;

(r) "Project Land" means the land in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, as more particularly described in Schedule "A" attached hereto;

(s) "Rent" includes Base Rent and Additional Rent;

(t) "Stipulated Rate Of Interest" means that rate of interest, at the time such interest falls due under this Lease, which is equal to the prime interest rate on Canadian dollar demand loans published by the Landlord's bank for such loans to its most favoured commercial customers, plus 1% per annum;

(u) "Structural Repairs" means only repairs to the foundation, wall and roof support columns, roof joists, exterior walls and the wood or metal roof deck of the Demised Premises, and "structural defects" or "structural weakness" shall mean defects or weakness in such components;

(v) "Tenant" means the Tenant and his, her or its heirs, legal personal representatives, successors and permitted assigns;

(w) "Tenant's Proportionate Share", (i) in the case of real property taxes means that proportion of such real property taxes which the assessment of the Demised Premises for business taxes is of the sum of the assessments for business taxes of all leasable premises within the Building (including the Demised Premises); and (ii) in the case of any other amount provided for in this Lease, means that proportion of such amount which the total gross leasable area of the Demised Premises is of the total gross leaseable area of the Building (including the Demised Premises), as set out in a Consultant's Certificate;

(x) "Term" means the Term hereby demised and, unless otherwise required by the context, any renewal or extension thereof, or such shorter period as may be provided in this Lease.

SEVERABILITY

1.02 If any one or more clauses or paragraphs or part or parts thereof in this Lease be illegal or unenforceable it or they shall be considered separate and severable from the Lease and the remaining provisions of the Lease shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or clauses or part or parts of clauses had never been included.

NUMBER

1.03 Whenever a word importing the singular number only is used in this Lease, such word shall include the plural and words importing either gender or firms or corporations shall include the persons or other gender and firms or corporations where applicable. Any reference to the Term of this Lease shall, unless the context otherwise requires, be deemed to include any renewals thereof.

HEADINGS

1.04 The headings appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provisions thereof.

ENTIRE AGREEMENT

1.05 The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or imported by reference in this Lease, and that this Lease constitutes the entire agreement duly executed by the Landlord and the Tenant.

SUCCESSORS

1.06 This Lease, together with the Schedules annexed hereto and forming a part hereof, shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns (as limited by the provisions of this Lease) and shall be interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the Province of Ontario.

INTENT - NET NET LEASE

1.07 The Tenant agrees that this Lease is a completely carefree net net Lease for the Landlord, that the Landlord is not responsible during the Term for any costs, charges, expenses or outlays of any nature relating to the Demised Premises or the contents thereof, excepting (i) the Landlord's income tax, (ii) corporations tax, and (iii) payments to be made in connection with any mortgage or mortgages of the Landlord affecting the Demised Premises, whether or not same are specifically set out in this Lease, and the Tenant covenants with the Landlord accordingly unless otherwise provided for in this Lease.

REASONABLENESS

1.08 The Landlord and the Tenant shall, except as otherwise expressly provided in this Lease, each act reasonably in the exercise and the enforcement of their respective rights under this Lease, having regard to the fact that they are the Landlord and a tenant, respectively, of a good quality office building in the downtown area of the City of Hamilton.

BUILDING STANDARD

1.09 The Landlord and the Tenant shall perform their respective obligations under this Lease having regard to the general standard prevailing for good quality office buildings in the downtown area of the City of Hamilton and subject to the limitations occasioned by the design of the Building and its basic systems.

CONSENT

1.10 Where the Landlord's consent is required by this lease to any act of the Tenant such consent shall not be unreasonably withheld, except as otherwise expressly provided in this Lease and shall be communicated to the Tenant within 14 days of receipt of a request by Tenant for such consent.

METHOD OF FLOOR MEASUREMENT

1.11 The following sets out the methods of measuring areas in the Building:

(i) Gross Leaseable Area of a Floor

The gross leaseable area of a floor shall be computed by measuring to the inside of the exterior glass finish including, without limiting the generality of the foregoing, washrooms, telephone and electrical and janitorial closets and elevator lobbies but excluding Building Service Areas. No deductions shall be made for columns or projections necessary to the Building and no deductions shall be made for the Accessory Areas.

(ii) Gross Leaseable Area of the Building

The calculation of the gross leaseable area of the Building whether rented or not shall be determined by Landlord's Consultant upon Landlord's request. The gross leaseable area of the Building shall be calculated as if the Building were entirely occupied by tenants' renting full floors of each floor of the Building. The Gross Leaseable Area of the Building shall be adjusted from time to time to give effect to any structural, functional or other change affecting the same.

(iii) Gross Leaseable Area of the Demised Premises

The gross leaseable area of the Demised Premises shall be computed by measuring from the inside of the exterior glass finish to the finished surface of the office side of the corridor or other permanent partitions and to the centre of partitions that separate the Demised Premises from adjoining rental areas (if any) without deductions for columns or projections necessary to the Building and for Basic Rent and Additional Rent calculation purposes only shall include a proportion of all Accessory Areas on such floor, such proportion being a fraction, the numerator of which is the gross leaseable area of the Demised Premises and the denominator is the gross leaseable area of such floor and shall exclude Building Service Areas.

Where the Demised Premises consists of an entire floor then the gross leaseable area of the Demised Premises shall be equal to the gross leaseable area of that floor.

In the event of any uncertainty as to the principles of measurement of occupiable space reference should be made to American National Standard Z65.1 - 1980 of Building Owners and Managers Association.

SCHEDULES

1.12 The following Schedules are attached hereto and form an integral part of this Lease:

Schedule "A"	Legal Description
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Schedule "B"	Copy of Plan showing the boundaries of the Building and the Demised Premises
Schedule "C"	Rules and Regulations

ARTICLE II - PREMISES

2.01 WITNESS that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased and by these presents does demise and lease the Demised Premises to the Tenant.

ARTICLE III - COMMON FACILITIES

3.01 The Tenant, together and in common with all others entitled thereto and their respective officers, agents, servants, employees, contractors, customers, invitees and licencees, shall be entitled to the use and benefit of the Common Facilities.

ARTICLE IV - TERM

TERM

4.01 TO HAVE AND TO HOLD the Demised Premises for and during the term of 20 years to be computed from and inclusive of the day of _____, 199____, (the "Commencement Date") and from thenceforth next ensuing and fully to be completed and ended on the _____ day of _____, 201____.

ARTICLE V - RENT

5.01 YIELDING AND PAYING THEREFOR unto the Landlord yearly and every year during the said Term hereby granted, as Base Rent, the sums hereinafter set forth:

<u>Year of Term</u>	<u>Base Rent per Square Square Foot of Gross Leaseable Area</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1 to 5	\$15.50;		
6 to 10	\$16.50;		
11 to 15	The fair market rent for premises of a similar nature in a comparable location, less \$0.50 per square foot, but, in any event, not less than \$16.50 per square foot;		
16 to 20	The fair market rent for premises of a similar nature in a comparable location, less \$0.50 per square foot, but, in any event, not less than the Base Rent paid in the 11th to 15th years of the term.		

(b) If the parties are unable to agree on the fair market rent for the Demised Premises within three months prior to the commencement of the 11th year or 16th year of the Term, as the case may be, the dispute shall be referred to arbitration in accordance with the arbitration provisions hereof.

(c) The actual Gross Leaseable Area of the Demised Premises shall be determined by the Landlord's Consultant upon the completion of the Landlord's Work, in accordance with the method of floor measurement provided for in Section 1.11 hereof, and the Base Rent payable by the Tenant shall be adjusted at the above rates in accordance with such actual area. At the Tenant's request, the Landlord shall provide a certificate signed by the Consultant, addressed to both parties certifying the Gross Leaseable Areas of the Demised Premises (including each floor and partial floor contained therein) and of the Building, as measured in accordance with the provisions of Section 1.11 hereof, which certificate shall be binding upon the Landlord and the Tenant unless a manifest error therein is demonstrated.

All rents shall be payable in Canadian dollars in advance, on the first day of each and every month during the said Term, such payments to be made by cheque or money order made payable to the Landlord at its address for the service of notices hereunder, or as it may direct from time to time; provided that if the Term hereof does not commence on the first day of a calendar month, Rent for the broken part of a calendar month at the Commencement Date or end of the Term shall be pro-rated at a rate per day equal to 1/365th of the Rent specified in this clause. The Landlord acknowledges receipt of the sum of \$ to be applied against the instalments of Base Rent for the first and second months of the Term.

POST-DATED CHEQUES

5.02 The Tenant agrees to deliver to the Landlord on the Commencement Date and one month before the first day of each Lease Year thereafter a series of post-dated cheques for each instalment of Base Rent falling due during such Lease Year. In addition, if the Landlord estimates the Additional Rent payable by the Tenant for any Lease Year, the Tenant will deliver to the

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Landlord a series of post-dated cheques for such Additional Rent. The provisions of this Section 5.02 shall only be applicable if (a) the original Tenant assigns this Lease, or (b) the Tenant has consistently been late in making monthly payments of Rent and Additional Rent.

PAYMENT OF TENANT'S PROPORTIONATE SHARE

5.03 Wherever the Tenant is to pay its Tenant's Proportionate Share hereunder and Taxes as set out in Article 6 herein, the amount thereof shall be estimated by the Landlord, acting reasonably, for such period as the Landlord may determine and the Tenant shall pay to the Landlord such Tenant's Proportionate Share of such amount and such Taxes in monthly instalments in advance during such period together with other rental payments provided for in this Lease. At the end of such period, the Landlord shall advise the Tenant of the annual amount for such period and if necessary an adjustment shall be made between the parties on the next Rent due date. Copies of all tax bills will be provided to Tenant on Tenant's written request.

ARTICLE VI - TAXES

TAXES - DEFINITION

6.01 "Taxes" means real property taxes, rates, duties and assessments (including local improvement taxes), impost charges or levies (referred to collectively as "real property taxes"), that are levied, rated, charged or assessed against the Building or any part of it from time to time including, the Common Facilities by a taxing authority, whether federal, provincial, municipal, school or otherwise, and any taxes or other amounts that are imposed instead of, or in addition to, real property taxes whether similar or not, and whether in existence at the Commencement Date or not, and any real property taxes levied, or assessed against the Landlord, or the owners on account of its or their ownership of or interest in the Building.

TAXES PAYABLE BY THE LANDLORD

6.02 The Landlord will, subject to sections 6.03, 6.04 and 6.05, pay the Taxes that are imposed against the Building or any part of it. However, the Landlord may defer payment of Taxes, or defer compliance with statutes, laws or by-laws, regulations or ordinances in connection with the levying of Taxes, to the extent permitted by law, if it diligently prosecutes any contest or appeal of the Taxes. If the Landlord loses such appeal, it will promptly pay all Taxes, interest, penalties and costs due and such interest, penalties and costs shall be borne by the Landlord and not passed on to the Tenant.

TAXES PAYABLE BY THE TENANT

6.03 The Tenant will pay to the Landlord or as the Landlord directs for each Lease Year, Tenant's Proportionate Share of those Taxes that are imposed against the Building or any part of it, including the Common Facilities whether or not there are separate real property tax bills or separate real property assessment notices issued by a taxing authority.

One-ninth of the amount of Taxes payable by it to Landlord shall, at the option of the Landlord, be paid monthly during each of the months of January to September, both inclusive, in each year, at the times at which Base Rent is payable hereunder. Landlord, in its absolute discretion, has the right to estimate the quantum of Taxes payable by Tenant as herein provided. When final tax bills for any Lease Year have been received, Landlord and Tenant will adjust all payments under this Section in accordance with such final tax bill.

BUSINESS TAXES AND OTHER TAXES OF THE TENANT

6.04 The Tenant will pay to the taxing authorities, or to the Landlord, as the Landlord directs, before delinquency, all "Business Taxes" "Business Taxes" means, (a) the taxes, rates,

duties, assessments and other charges that are imposed against or in respect of the improvements, equipment and facilities of the Tenant on or in the Demised Premises or the Building or any part of either of them or the Landlord on account of its ownership of or interest in either of them; and (b) every tax and license fee that is imposed against or in respect of business carried on in the Demised Premises or in respect of the use or occupancy of the Demised Premises or any part of the Building by the Tenant or its subtenants or licensees, or against the Landlord on account of its ownership of the Demised Premises or the Building. If there is not a separate bill issued by the relevant authority for Business Taxes, the Tenant will pay Tenant's Proportionate Share of the Business Taxes with respect to the entire Building. The Landlord will remit amounts that it collects for Business Taxes to the relevant authority.

OTHER TAXES

6.05 The Tenant shall pay to the Landlord on demand an amount equal to all business transfer taxes, valued-added or transaction taxes, multi-stage sales taxes, taxes payable on Rent (other than income or other similar taxes), or any like tax, which may at any time be imposed upon or in respect of rental or real property.

TENANT'S RESPONSIBILITY

6.06 The Tenant will on the Landlord's request, promptly deliver to the Landlord, (i) if applicable, receipts for payment of all Business Taxes payable by the Tenant; (ii) notices of any assessments for Taxes or Business Taxes or other assessments received by the Tenant that relate to the Demised Premises or the Building; and (iii) whatever other information relating to Taxes and Business Taxes or such other taxes as the Landlord may reasonably requests from time to time.

DISPUTE

6.07 That in any suit or proceeding of any kind or nature arising or growing out of the failure of Tenant to keep any covenant contained in this Article 6, the certificate or receipt of the department, officer or bureau charged with collection of real property taxes, showing that the tax, assessment or other charge affecting the Demised Premises (and/or the Building) is due and payable or has been paid shall be prima facie evidence that such tax, assessment or other charge was due and payable as a lien or charge against the Demised Premises (and/or the Building) or that it has been paid respectively.

Tenant has the right to contest or review the amount of assessment of the Demised Premises for Business Tax purposes and the amount of Taxes chargeable thereto, by legal proceedings or in such manner as Tenant in its opinion deems advisable, which proceedings or other steps taken by Tenant, if instituted, shall be conducted diligently at its own expense and free of expense to Landlord. No such contest shall defer or suspend Tenant's obligation to pay the Taxes as herein provided, pending the contest, but if by law it is necessary that such payment be suspended to preserve or perfect Tenant's contest, the contest shall not be undertaken without there first being deposited with Landlord a sum equal to twice the amount of the Taxes that are the subject of the contest, to be held by Landlord as an indemnity to pay such Taxes upon conclusion of the contest and all costs thereof that may be imposed upon the Landlord or the Demised Premises; provided that, if the original Tenant has not assigned this Lease, in lieu of such deposit, a written covenant by the Tenant to indemnify the Landlord against the full amount of Taxes, penalties, interest and costs of such contest shall be sufficient. If Landlord undertakes such contest in respect of the Building or the Demised Premised, the Tenant will be credited with Taxes recovered, less all costs of recovery and Landlord's management fee, in respect of any prior Lease Year for which Tenant has paid an amount on account of said Taxes.

The Tenant shall indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges

and expenses occasioned by or arising from all such Taxes and all such Business Taxes and any taxes which may in future be levied in lieu of such Taxes or Business Taxes or which may be assessed against any rentals payable pursuant to this Lease in lieu of such Taxes or Business Taxes, whether against the Landlord or the Tenant, including without limitation, any increase in Taxes or Business Taxes arising out of any appeal or contestation by the Tenant of the Taxes or Business Taxes relating to the Demised Premises, the Building or the Project Lands or any part thereof.

PER DIEM ADJUSTMENT

6.08 If a Lease Year is not 12 calendar months, all Taxes and other Taxes, if any, payable by the Tenant under Sections 6.03, 6.04 and 6.05 will be adjusted on a per diem basis, based on 365 days.

ARTICLE VII - COVENANTS

7. THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

PAY RENT

7.01 To pay all Rent hereby reserved in the manner herein provided without any deduction or set-off whatsoever.

UTILITIES

7.02 The Tenant shall pay as the same become due respectively, all charges for public utilities which, without limiting the generality of the foregoing, shall include water, gas, heat, electrical power or energy, steam or hot water used upon or in respect of the Demised Premises and for fittings, machines, apparatus, meters or other things leased in respect thereof and for all work or services performed by any corporation or commission in connection with such public utilities; provided that the Tenant shall not be responsible for any part of the cost of electric power or energy required to operate the heating, cooling or other systems of the Building, except such portion thereof as is included from time to time in Tenant's Proportionate Share of the Operating Costs. In no event shall Landlord be liable for any injury to Tenant, its servants, agents, employees, customers and invitees or for any injury or damage to the Demised Premises or to any property of Tenant or to any property of any other person, firm or corporation on or about the Demised Premises caused by an interruption or failure in the supply of any such utilities to the Demised Premises beyond the reasonable control of the Landlord or not arising from the negligence of the Landlord or failure by the Landlord to avoid arrears of payment. If so required by the Landlord or by the Tenant, if permitted by the applicable utility, or by the utility company, separate meters shall be installed in the Demised Premises at the Tenant's expense. In the absence of such meters, the Landlord, acting reasonably, shall have the right to apportion all electric power or energy costs among the Demised Premises, and other premises and portions of the Building.

OPERATING COSTS

7.03 The Tenant shall pay, during the Term, as Additional Rent, its Proportionate Share of Operating Costs. The Tenant shall pay to the Landlord by monthly instalments, to be fixed from time to time by the Landlord in its sole discretion, acting in accordance with normal practices in the real estate industry, as Additional Rent, the estimated Tenant's Proportionate Share of Operating Costs for any Lease Year. To the extent that Tenant's share of such costs of operation shall be greater or less than the amount actually paid by it, the difference shall be paid by Tenant or, if Tenant is not then in default under this Lease, refunded by Landlord, as the case may be, promptly upon determination of actual costs.

REPAIRS AND MAINTENANCE

7.04 (a) Subject to the obligations of the Landlord set out in this Lease, the Tenant at its own expense shall repair the Demised Premises and shall maintain and keep the Demised Premises and every part thereof in a first class, clean and sanitary condition and in accordance with all laws, directions, rules and regulations of the governmental agencies having jurisdiction and will keep the Demised Premises and the Tenant's Leasehold improvements and effects and every part thereof in good order and repair. This obligation includes, but is not limited to, repainting and redecorating at reasonable intervals, making repairs and replacements to plate glass, signs, moldings, doors, hardware, partitions, walls, fixtures, lighting and plumbing fixtures, wiring, piping, ceilings, floors and thresholds in the Demised Premises and maintaining, repairing and replacing all operating equipment in the Demised Premises unless it forms part of the Common Facilities.

(b) The Landlord may enter and view the state of repair during all normal business hours. In the event of an emergency, if the Tenant shall not be personally present to open and permit an entry into the Demised Premises at any time when for any such reason an entry therein shall be necessary, the Landlord or the Landlord's agent may forcibly enter the same, without rendering the Landlord or such agents liable therefor, and without in any manner affecting the covenants, obligations and agreements of the Tenant under this Lease.

(c) Where an inspection reveals repairs are necessary and required by the Lease to be done by the Tenant, Landlord shall give Tenant notice in writing, and thereupon Tenant will, within fifteen days from delivery of the notice, make, or commence making and diligently proceed to complete, the necessary repairs in a good and workmanlike manner.

(d) The Tenant shall leave the Demised Premises in good repair, reasonable wear and tear (subject to paragraph 7.04(a) hereof) excepted.

(e) The obligations of the Tenant to repair, to repair according to notice in writing and to leave the Demised Premises in good repair shall be subject to the following exceptions:

(i) major structural repairs to the Demised Premises or injury to the Demised Premises caused by or resulting from structural defects or weakness, except to the extent that such structural defects or weakness are caused by or result from the act or omission, whether negligent or otherwise, of the Tenant, its officers, agents, servants, employees or contractors;

(ii) damage or injury caused by or resulting from any act, default or negligence of the Landlord, its officers, agents, servants, employees or contractors;

(iii) repairs and maintenance to be performed by the Landlord pursuant to Article 8 hereof;

(iv) repairs to be performed by the Landlord pursuant to Article 12 hereof to the extent of the insurance proceeds available.

(f) If the Building, including any part of the Common Facilities or the Demised Premises, or any of the plumbing, electrical mechanical, elevator or other services serving the Building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, the Tenant's servants, agents or employees or anyone permitted by the Tenant to be in the Building, the expense of the necessary repairs, replacements or alterations, including the Landlord's management fee of 15% of the amount thereof, shall be paid by the Tenant to the Landlord as Additional Rent forthwith after demand therefor.

(g) In the event of the observance of any apparent structural defect or material damage to the Demised Premises by any cause, the Tenant shall give notice in writing to the Landlord of such defect or damage forthwith upon the same becoming known to the Tenant; provided that if such defect or damage becomes known to the Tenant or reasonably should have been observed by the Tenant and the Tenant fails to give notice thereof to the Landlord, the Tenant shall be liable for such of the costs incurred by the Landlord in repairing the said defect or damage as can be shown to be directly attributable to the actions of the Tenant and those for whom in law the Tenant is responsible (including failure to give such notice) after such defect or damage became known to the Tenant or reasonably should have been observed by the Tenant.

TENANT NOT TO OVERLOAD

7.05 The Tenant will not install equipment that overloads the capacity of a utility, electrical, or mechanical facility in the Demised Premises and will not (i) bring into the Demised Premises any utility, electrical, or mechanical facility or service of which the Landlord does not approve, or (b) bring upon the Demised Premises, anything that might damage them or overload the floors, except with the express written consent of the Landlord and at his own expense make whatever changes are necessary to comply with the reasonable and lawful requirements of the Landlord's insurance underwriters and governmental authorities having jurisdiction and in any event the Tenant shall make no changes until he first submits plans and specifications for the same to the Landlord and obtains the Landlord's written approval for such plans and specifications, which will not be unreasonably withheld. If damage is caused to the Demised Premises or to the Building by the act, neglect, or misuse of the Tenant or any person having business with the Tenant, the Tenant will repair the damage, or at the Landlord's option, pay to the Landlord on demand the cost of repairing the damage plus a sum equal to 15% of the costs for the Landlord's overhead.

COMPLY WITH ALL LAWS

7.06 The Tenant shall comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time or at any time in force during the Term hereof and affecting the condition, equipment, maintenance, use or occupation of the Demised Premises and with every applicable regulation, order and requirement of the Canadian Fire Underwriters' Association or any body having similar functions or of any liability or fire insurance company by which the Landlord and the Tenant or either of them may be insured at any time during the Term hereof, and, in the event of the default of the Tenant under the provision of this Section, the Landlord may itself comply with any such requirements as aforesaid and the Tenant will forthwith after notice pay all costs and expenses incurred by the Landlord in this regard.

USE AND OPERATION

7.07 To use the Leased Premises only for general office and municipal purposes for itself, its Boards, Agencies, and other related purposes, with the approval of the Landlord, not to be unreasonably withheld, that will not unreasonably interfere with normal use of a first-class high rise office building; and not to use or permit to be used the Leased Premises or any part thereof for any other purpose or business and, more particularly, but without limiting the generality of the last mentioned provisions, not to use or permit to be used the Leased Premises or any part thereof for any business which is that of a bank, treasury branch, credit union, trust acceptance or loan company or any other organization engaged in the business of accepting money on deposit, or any similar banking business (excluding insurance, stock brokers or investment dealers), nor use nor permit the use of any part of the Leased Premises for the purpose of installation or operation of any electronic or mechanical equipment, devices or machines by which any banking transaction, operation or function may be available to the public, nor use or

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-124

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 19th day of July, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>	
Accommodaton Committee Report	2-88	
Special Airport Committee Report	7-88	
Economic Development and Planning Committee Report	11-88	
Engineering Services Committee Report	13-88	as amended
Engineering Services Committee Report	14-88	
Engineering Services Committee Report	15-88	as amended
Finance & Personnel	8-88	
Freeway Steering Committee	5-88	as amended
Health & Social Services Committee Report	9-88	as amended
Legislation and Reception Committee Report	7-88	as amended
Transportation Services Committee Report	7-88	.

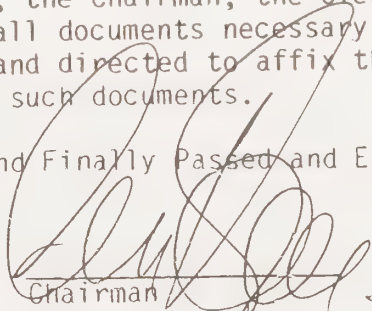
and Regional Officials

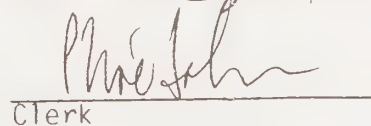
<u>NAME</u>	<u>NO.</u>
Chairman's Report	11-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 19th, day of July, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-125

To exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law No. R79-202.

WHEREAS upon application of certain shops outlined on Schedule "A" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

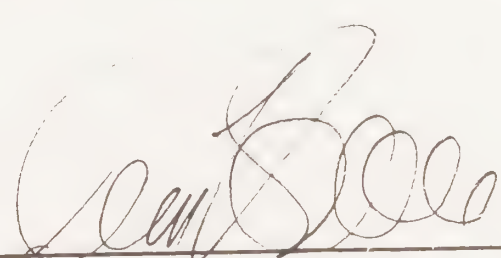
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

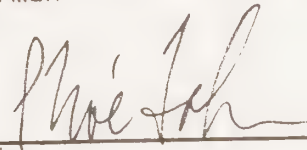
1. THAT the occupiers of the shops named on Schedule "A" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
2. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 16th day of August, 1988.

Approved
as to form

Regional
Solicitor


Chairman


Clerk

•

EASTGATE SQUARE Cont'd

75 Centennial Pkwy. N.
Stoney Creek, Ontario

Hallmark
Tropicarium
Studio Art Gallery
St. Clair Paint
Direct Film
Japan Camera
Majestic Sound
Sam the Record Man
Collegiate Sports
Fun & Games
Radio Shack
A&W
Orange Julius
Mrs. Vanelli's
Tim Hortons
Second Cup
Laura Secord
Key Man
Superior Shoe Repair
House of Spectacles
Cavalier Hair Fashions
United Cigar Store
Tony & Carmen's Hairstylists
Boots Drug Store
Consumers Distributing

Marlin Travel
Infoplace
Willson Stationery
Granada
Northern Reflections
Footlocker
Cotton Ginny
Randy River
Sanfrancisco
Sanfrancisco Swimwear
Fashion Is...

Au Coton
Moviola Cafe
Manhattan Fries
Zack's Famous Frozen Yogurt
Treat's Bakery Cafe
Limiteé
Robinson/Ogilvy
Eaton's

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-R88-158

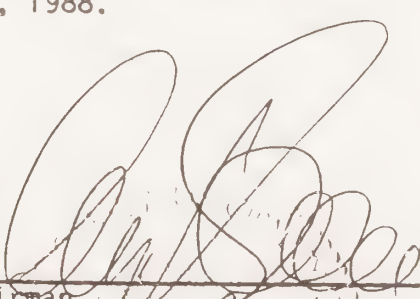
To Amend By-law R88-125 and to exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law R79-202.

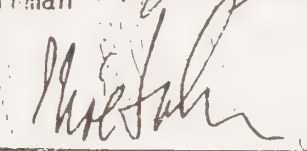
WHEREAS upon application of certain shops outlined on Schedule "A-1" and "B" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. That By-law No. R88-125 be amended on Schedule "A" by deleting the date of Saturday, November 26, 1988, and replacing with the date of Saturday, November 12, 1988, as the exemption date for special sale for the stores within Eastgate Square.
2. THAT the occupiers of the shops named on Schedule "A-1" and "B" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
3. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A-1" and "B" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 1st day of November, 1988.


Chairman


Clerk

(2)

SCHEDULE "A-1"

TO BY-LAW NO. R88- 158

Shops referred to in By-law No. R88- and located at the respective locations.

THAT the following retail shop(s) in the area municipalities of Hamilton, Dundas, Stoney Creek and Ancaster be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the date(s) and at the time(s) indicated:

1. STONEY CREEK

Eastgate Square
75 Centennial Parkway North
Stoney Creek, Ontario

Saturday, November 12, 1988

AND

Friday, December 23 1988

9:00 p.m. to 11:59 p.m.

Black's Cameras
Brewer's Retail
Big Steel
Bell Phonecentre
Brass 'n Lite
Canadian Imperial Bank
of Commerce
Cookies by George
Eastgate Dental Office
D'Allairs
Eye Masters
Elk's
Factors
Flash
Giggles Jr.
Heart Beeps
House of Knives
Jean Machine
Junors
Suzy Shier
Sweet Rosie's Cookies
Tan Jay
Tip Top Tailor
Vogel
The Wine Rack
Workworld
Lady Footlocker
Made In Japan
Manchu Wok
Mariposa
Moviola Cafe
Montreal Trust
Music World

SCHEDULE "B"

TO BY-LAW NO. R88- 158

2. ANCASTER

Monday, November 14, 1988
9:00 p.m. to 10:00 p.m.

Holly's Cards and Giftware

71 Wilson St. West
Ancaster, Ontario

3. HAMILTON

Downtown Hamilton Business
Improvement Area

Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Jacobsen Books & News

Jewill Brothers Book Store

My Very Own Book

Zen Book Store

Emily Otterman

King & James Convenience

Super Convenience

Lens & Shutter Ltd.

K-Mart Canada Ltd.

Robinson-Ogilvy

Woolworth's

Super Bargain

Guardian Drugs

Arbor Florists

Jordan Livingston Furs Ltd.

Laqua Furs of Canada

Nadel Furs Inc.

Steve's Fur & Leather Ltd.

Royal Connaught Gift Shop

7 King St. E.

Hamilton, Ontario

140 King St. E.

Hamilton, Ontario

140 King St. E.

Hamilton, Ontario

19 John St. N.

Hamilton, Ontario

35 King St. E.

Hamilton, Ontario

1 King St. E.

Hamilton, Ontario

77 King St. E.

Hamilton, Ontario

140 King St. E.

Hamilton, Ontario

43 King St. E.

Hamilton, Ontario

18 James St. S.

Hamilton, Ontario

19 King St. E.

Hamilton, Ontario

168 King St. E.

Hamilton, Ontario

101 Main St. E.

Hamilton, Ontario

10 John St. N.

Hamilton, Ontario

140 King St. E.

Hamilton, Ontario

147 King St. E.

Hamilton, Ontario

137 King St. E.

Hamilton, Ontario

26 John St. N.

Hamilton, Ontario

112 King St. E.

Hamilton, Ontario

Downtown Hamilton Business
Improvement Area (Cont'd)

Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Tower Smoke & Gift Shop	140 King St. E. Hamilton, Ontario
Cerelli Jewellers Inc.	105 Main St. E., #510 Hamilton, Ontario
Hamilton Gold Centre	153 King St. E. Hamilton, Ontario
James Jewellers Ltd.	16 John St. N. Hamilton, Ontario
Melray Manufacturing Jewellers Ltd.	27 John St. N. Hamilton, Ontario
Markel Jewellers Ltd.	92 King St. E. Hamilton, Ontario
Sandlin's Gem Creations Ltd.	71 King St. E. Hamilton, Ontario
Victoria Jewellery & Watch Co.	140 King St. E. Hamilton, Ontario
Career Girl of Hamilton	139 King St. E. Hamilton, Ontario
Carol Campbell's Women's Apparel	140 King St. E. Hamilton, Ontario
Fay Jackson Ltd.	157 King St. E. Hamilton, Ontario
Juliana's Fashion Salon Ltd.	35 King St. E. Hamilton, Ontario
Leed's of Hamilton	125 King St. E. Hamilton, Ontario
Margo's Lingerie	140 King St. E. Hamilton, Ontario
Rainbow Shops	105 King St. E. Hamilton, Ontario
Reitman's	140 King St. E. Hamilton, Ontario
Ross' Ladies Wear	149 King St. E. Hamilton, Ontario
Second Fiddle	11 King St. E. Hamilton, Ontario
Wrappers	135 King St. E. Hamilton, Ontario
Marvin Caplan Gentlemen's Apparel	140 King St. E. Hamilton, Ontario
South Side	28 King St. E. Hamilton, Ontario
Terminal Tailor Shop	140 King St. E. Hamilton, Ontario
Connaught Lottery Terminal	140 King St. E. Hamilton, Ontario
Bailey School of Dancing	28 1/2 King St. E. Hamilton, Ontario
Musicland Studios	153 1/2 King St. E. Hamilton, Ontario

Downtown Hamilton Business
Improvement Area (Cont'd)

Friday, November 18, 1988

9:00 p.m. to 11:59 p.m.

Reggie's Music & Sound

Studio 33

Hamilton Contact
Lens Centre
Public Optical

Skinner Optical

Cheapies

Record World

Sam The Record Man

Arliss Shoe Store

Botega Shoe Salon

Dack's Shoes

Greco Shoe Rebuilders

Ingeborg Shoes Ltd.

Parlour Shoe Shine

Paul's Shoe Repair

Shoe Blitz Inc.

Jock Shop

Klassey T-Shirt Ltd.

Liza's Wool Boutique

Esquire TV & Video

Granada TV Rental

Majestic Sound Warehouse

27 John St. N.
Hamilton, Ontario
24 King St. E.
Hamilton, Ontario
115 Main St. E.
Hamilton, Ontario
164 King St. E.
Hamilton, Ontario
15 John St. N.
Hamilton, Ontario
87 King St. E.
Hamilton, Ontario
89 King St. E.
Hamilton, Ontario
17 King St. E.,
Hamilton, Ontario
55 King St. E.
Hamilton, Ontario
119 King St. E.
Hamilton, Ontario
96 King St. E.
Hamilton, Ontario
12 John St. N.
Hamilton, Ontario
140 King St. E.
Hamilton, Ontario
112 King St. E.
Hamilton, Ontario
17 John St. N.
Hamilton, Ontario
29 John St. N.
Hamilton, Ontario
6 John St. N.
Hamilton, Ontario
101 King St. E.
Hamilton, Ontario
140 King St. E.
Hamilton, Ontario
22 John St. N.
Hamilton, Ontario
65 King St. E.
Hamilton, Ontario
13-15 King St. E.
Hamilton, Ontario

4. HAMILTON

Saturday, November 5, 1988

AND

Saturday, December 10, 1988

9:00 p.m. to 11:59 p.m.

Zeller's

499 Mohawk Road E.
Hamilton, Ontario

5. STONEY CREEK

Friday, November 18, 1988

AND

Thursday, December 15, 1988

9:00 p.m. to 11:59 p.m.

Leather Fashions

R & D Books

102 Highway #8
Stoney Creek, Ontario
102 Highway #8
Stoney Creek, Ontario

6.

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Abinitio
Benetton
Bernie G.
Boat House Row
Campus Crew
Club Monaco
Coconut Joe
Esprit - The Next Exi
Kettle Creek
Komic Kloz
Leather Attic
Pantorama
Roots
Shapes
Station Coton
Stitches
Thrifty's
University of Sweats
Ultimate Look
~~Pop '84~~
~~LeChateau~~
Barclays
Big Steel
Classy Formal Wear
DePaolo
Dockside
Frat House
Freeman Formals
Petrocelle
Tip Top Tailors
Aggies
Agnew Surpass
Aldo Boutique
Ashton Shoes
Athlete's Foot
Bata
Belinda & Brother
Calderone
Clark Shoes
Dolan Shoes
Hendry Sabrina
Kevin James
Le Chateau
Naturalizer
Panda Shoes
Rizzo Shoes
Scholl Shoes
Town Shoes

HAMILTON

(8)

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Bank of Montreal (Ph.1)
Bank of Montreal (Ph.4)
Canada Trust
Chamberlain Exchange
General Trust
National Trust
Province of Ontario
Savings Bank
Royal Bank Money Machine
Royal Trust
Toronto Dominion Bank
Marlin Travel
Phase 4 Travel
Travel Square

Adel Alterations
Alex Murray Real Estate
City Shoe Bar
Connaught Tickets
Dental Offices
Farmers Market
Hamilton Library
Lottery Hop # 1
Lottery Hop # 2
Moneysworth & Best
Mr. Print All
Mr. Shoe Shine
Phone Centre
Post Office
Sterling Optical
Tridont Dental
Wrights Cleaners
A & A Records
Astral Photo
Atlantic Sound & Video
Black's Camera
Cinemas
Discus
Japan Camera
Music World
Sooters
Joseph's Coiffures
Salon Mirage
Total Image
Card & Candle
Coles Bookshop
Grand & Toy
Happy Hour Card'n Party
Paperchase
Scribbles
W.H. Smith

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Banana Republic
Brooks
Candy Case
Cinabon
Cultures
Denningers
Druxy's Deli
Gourmazing Cookies
Great Canadian Soup Co.
Horby's Deli
Kernal's
Laura Secord
Market Bakery
McDonald's Donuts (1)
McDonald's Donuts (2)
Mmmuffins
Mrs. Fields Cookies
National Bakery
Naturally Yoghurt
Nut Set
Oak Cafe
O'Tooles
Pasta Bella
Sausage House
Sbarro of New York
Steak Shop
Timothy's Coffees
Toby's
Treats
Boots Drug Store
Boots Pharmacy
Eatons
Marks & Spencer
A.D. Jewellery
C.B. Allan
Armenian Craftsman
Paul Balogh Jewellers
Bankdits
Birks
Fabbi
Fabrice
Ostrandens
Sassoon Jewellers
Howard Williams
A & W
Daffy's Donairs
European Foods
Horby's Good Eats
Koya Japan
Los Rios
Mai Lees
Mikes Submarines
New York Fries

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Orange Julious
Pips
Mrs. Vanelli's
Andre's Wines
Baby's Room
Battery One Stop
Bear With Me
Body Shop, The
Bombay Company
Bowring
Bowring Canadiana
Caryl Baker Visage
Clock Gallery
Collacutt Luggage
Collegiate Sports
Den for Men
Faces
Fashion Accents
H.A.U.T. International
Home China & Gift
House of Knives
I.P.C.O. Optical
It Store
Karma
La Cache
Lewiscraft
Lookmakers
Moyer's
Naturals
Panhandler
Phoenix Leather
Picadilly Place
Picture Place
Pot Pourri
Science Line
Second Cup
Smith/McKay Florist
Sox Clinic
Sue's Bathroom Boutique
Things Engraved
Tie Rack
Transit Shop Phase I
Transit Shop Phase II
Wiff 'n Puff

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Addition-Elle
Adele's
Annie E.
Bianca Nygard
Bikini Village
Boutique Marie Claire
Braemar
Bride's Place
Cotton Ginny
D'Allairds
Divine One
Dream Shoppe
Edge, The
Emotions

Fair Lady Fashions
Fairweathers
Fay Jackson's
Fine Lines
Frill Seekers
Giggles
Heritage House
Holly's
Irene Hill
J. Michaels
Jacob
Just Petites
Lady's a Champ
Liptons
Mariposa
Models Centre
Mom & Me
Penningtons
Petites Town & Country

Raphael Mack
Ricki's
Shirley K. Maternity
Smart Set
Sportelle
Spree
Suzy Shier
Tall Girl
Tiamo
Toni
Town & Country

7. DUNDAS

University Plaza Merchants Association
 74 Plaza Drive
 Dundas, Ontario
 Friday, November 25, 1988
9:00 p.m. to 11:59 p.m.

Home Hardware
 Eddie Blacks
 Vera Hanna Fashion
 Food Table
 Bargain Harolds

Simpson Sears Catalogue
 University Lanes

Thompson & Baldwin

Contempra Gift shop
 W.E. Davies Opticians
 Kerns Jewellery
 S.S. Kresges Ltd.
 Langley Parisian
 Coles Book Store
 Radio Shack
Restaurant

Dock Side
 Maher Shoes
 Shoppers Drug Mart
 Bank of Nova Scotia
 Hallmark
 Dressler's Shoe
 Town & Country Mens
 Hairstyling
 Malson Fritz
 Pioneer Gar Bar
 Good Turn

A & P Comp. Ltd.
 Miracle Food Mart

8. HAMILTON

Friday, December 9th, 1988
9:00 p.m. to 11:59 p.m.

Towers Department Store

640 Queenston Road
 Hamilton, Ontario

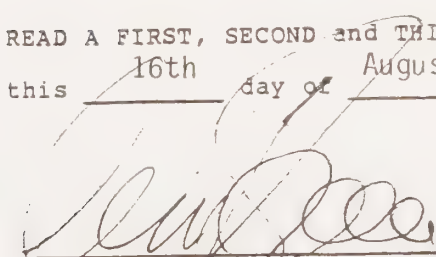
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant, Mr. A. Gzik, residing at 340 Main Street East, Hamilton, Ontario L8N 1J1, and the Owner of the premises at 176 Sanford Avenue North, LONG AND LINH AL NGUYEN, are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of Sanford Avenue North, Hamilton, upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 16th day of August, 19 88.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

FOR OFFICE USE ONLY

(1) Registry ☐	Land Titles ☐	(2) Page 1 of 9 pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document		Additional? See Schedule ☐
Encroachment Agreement		
(5) Consideration		
See Attached Schedule		Dollars \$1.00
(6) Description		
See Attached Schedule "A"		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

New Property Identifiers

Additional? See Schedule ☐

Erections

Additional? See Schedule ☐

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

CHAIRMAN

REGIONAL CLERK

COMMISSIONER OF FINANCE

(11) Address for Service

P.O. Box 910, 119 King Street West, Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

NGUYEN, LONG

NGUYEN, LINH AI

1988 06 14

1988 06 14

(13) Address for Service

176 Sanford Avenue North, Hamilton, Ontario, L8L 5Z7

(14) Municipal Address of Property

176 Sanford Avenue North
Hamilton, Ontario
L8L 5Z7

(15) Document Prepared by:

The Regional Municipality
of Hamilton-Wentworth
Engineering Department
71 Main Street West
Hamilton, Ontario
L8N 3T4

Fees and Tax

Registration Fee

Total

FOR OFFICE USE ONLY

Schedule "1"

THIS AGREEMENT made this 14th day of June 19 88

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH.

Hereinafter called "the Region" of the First Part,

- and -

LONG NGUYEN AND LINH AI NGUYEN

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 176 Sanford Avenue North in the City of Hamilton in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 176 Sanford Street North, Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:
 - (i) A 2 1/2 Storey Brick Building - 6.70m x 1.16m
 - (ii) A Bay Window - 5.36m x 0.95m(hereinafter referred to collectively as "the works")

Onto the road allowance of Sanford Avenue North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$ 109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of -NIL- or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

176 Sanford Avenue North

Hamilton, Ontario

L8L 5Z7

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, set
their hands and seals

SIGNED, SEALED AND DELIVERED)
in the Presence of)

..... *Edward G. Fyfe*)
..... *Edward G. Fyfe*)
..... *f*)

APPLICANT: *

..... *Long Nguyen*
..... *Long Nguyen* LONG NGUYEN
..... *Linh Ai Nguyen* LINH AI NGUYEN

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved:

)
)
) _____ Chairman
)
)
) _____ Commissioner of Finance
)
)
) _____ Clerk

R.D. Miller

APPROVED
DEPARTMENT OF ENGINEERING

SCHEDULE "A"

DESCRIPTION OF LANDS

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and being composed of part of Lot Number Twenty (20) on the easterly side of Sanford Avenue between Bristol and Huron Streets in George E. Mills' subdivision of Michael Arkman's Survey in the said City, Plan 381, described as follows:-

COMMENCING at the north-westerly angle of said Lot Number Twenty (20);

THENCE southerly along the easterly limit of Sanford Avenue twenty-six feet (26');

THENCE easterly fifty-five feet nine inches (55' 9"), parallel with Bristol Street to a point;

THENCE northerly twenty-six feet (26'), parallel to the easterly boundary of such Lot to the southerly limit of Bristol Street;

THENCE westerly fifty-five feet nine inches (55' 9") along the southerly limit of Bristol Street to the place of beginning, as in Instrument Number 286216 C.D.

SKETCH OF "WORKS"

B R I S T O L S T R E E T



THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BILL NO. 1311

BY-LAW NO. R88-127

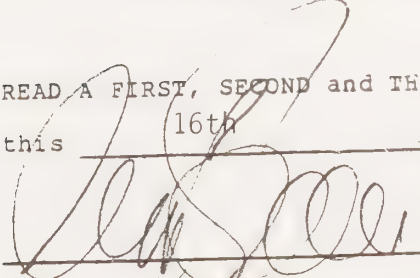
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

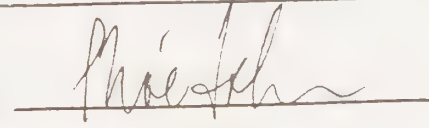
1. The applicant Mr. M. Hinchey residing at 20 Hughson St. S., Hamilton L8N-2A1 and the Owner of the said premises at 4 Victoria Ave. South, Kim Don Wong and Nancy Wong, are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of Victoria Avenue South upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 16th day of August 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐		(2) Page 1 of 10 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Nature of Document			
	Encroachment Agreement			
	(5) Consideration		Dollars \$ 1.00	
See Attached Schedule				
(6) Description				
See Attached Schedule "A"				
New Property Identifiers		Additional: See Schedule ☐		
Executions		Additional: See Schedule ☐		
(7) This Document Contains:		(a) Redescription New Easement ☐		
		(b) Schedule for: Description ☒ Additional Parties ☐ Other ☒		
(8) This Document provides as follows:				
See Attached Schedule "1"				
Continued on Schedule ☐				
(9) This Document relates to instrument number(s)				
36743 C.D.				
(10) Party(ies) (Set out Status or Interest)				
Name(s)		Signature(s)	Date of Signature Y M D	
THE REGIONAL MUNICIPALITY OF		CHAIRMAN		
HAMILTON-WENTWORTH		REGIONAL CLERK		
		COMMISSIONER OF FINANCE		
(11) Address for Service				
P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9				
(12) Party(ies) (Set out Status or Interest)				
Name(s)		Signature(s)	Date of Signature Y M D	
WONG, Kim Don (Owner)		<i>[Signature]</i>	1988 05 31	
WONG, Nancy (Owner)		<i>[Signature]</i>	1988 05 31	
(13) Address for Service				
9 Mark Place, Hamilton, Ontario,				
(14) Municipal Address of Property		(15) Document Prepared by:		
4 Victoria Avenue South, Hamilton, Ontario, L8N 2S6		The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main St. W. Hamilton, Ontario L8N 3T4		
		Fees and Tax		
		Registration Fee		
		Total		

THIS AGREEMENT made this day of May, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

KIM DON WONG and NANCY WONG

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 4 Victoria Avenue South, in the City of Hamilton, , in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 4 Victoria Avenue South (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) Bay Window (3.05m x 0.71m)
- (ii) Concrete steps (2.36m x 1.20m)

(hereinafter referred to collectively as "the works")
Onto the road allowance of Victoria Avenue South, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things within 30 days after notice

to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

9 Mark Place,

Hamilton, Ontario.

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, set their
hands and seals

SIGNED, SEALED AND DELIVERED

in the presence of

APPLICANT:

~~KIM DON WONG~~

NANCY WONG

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Chairman

Approved:

Commissioner of Finance

Clerk

R. D. Myers
APPROVED
DEPARTMENT OF ENGINEERING

Apr 11 1947

SCHEDULE "A"

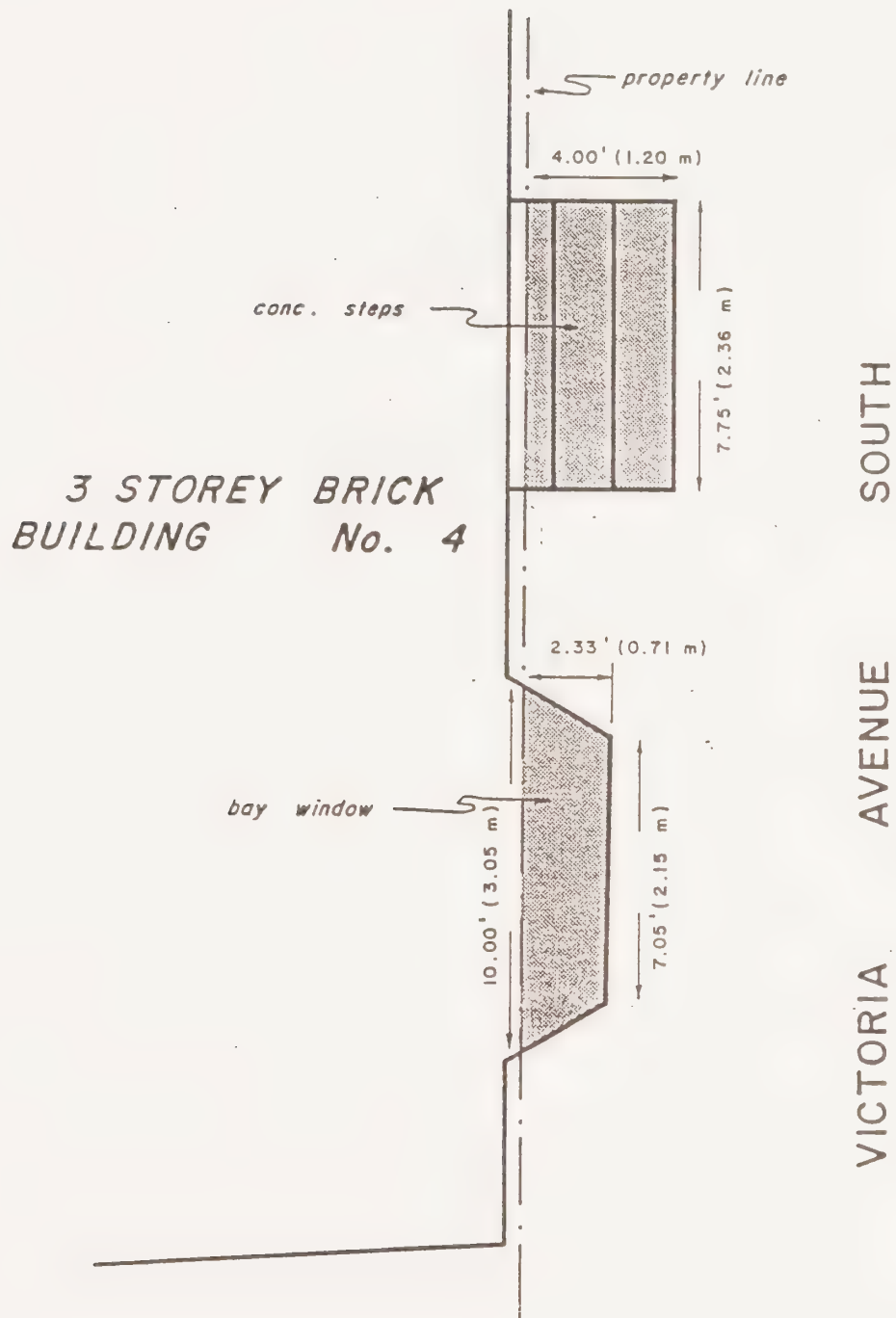
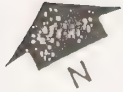
DESCRIPTION OF LANDS

In the city of Hamilton, Regional Municipality
of Hamilton-Wentworth, being Lot 6, Registrar's
Compiled Plan No. 1484, (formerly Part of Lot 12,
Second Concession).

SCHEDULE "B"

FILE : T103 - 50 (624)

SKETCH OF "WORKS"



* NOTE : THIS IS NOT A PLAN OF SURVEY

16.
DATED: May 1988

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

KIM DON WONG and NANCY WONG

TWO PARTY
ENCROACHMENT
ADDRESS:

R. M. Plant, Q.C.
Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

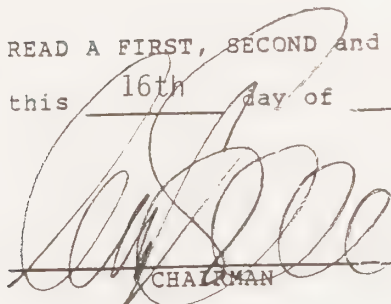
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant, Robert P. Kotzer, residing at 5109 Steeles Avenue West, Suite 200, Weston, Ontario M9L 2Y8, and the Owner of the said premises at 118-124 James Street North, 524 Harvie Land Holdings Inc., are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of James Street North, Hamilton, upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 16th day of August, 1988.


CHAIRMAN

Approved
as to form
W.C.
Regional
Solicitor


CLERK



Document General
Form 4 — Land Registration Reform Act, 1984

To: Ingrid
Regional Clerks

D

FOR OFFICE USE ONLY

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 9 pages

(3) Property Identifier(s) Block Property

Additional:
See
Schedule ☐

(4) Nature of Document

Encroachment Agreement

(5) Consideration

See Attached Schedule Dollars \$1.00

(6) Description

Lot 3, fronting on the east side of James Street
Part of Lot 4, fronting on James Street, and Part of
Lot 4 fronting on Hughson Street, James Hughson's
Survey, City of Hamilton, Regional Municipality of
Hamilton-Wentworth as more particularly described
on Schedule attached hereto as pages 2 & 3.

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Schedule "1".

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

CHAIRMAN

REGIONAL CLERK

COMMISSIONER OF FINANCE

(11) Address
for Service

P. O. Box 910, 119 King Street West, Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

524 HARVIE LAND HOLDINGS INC.

Per:

1988 6/10

President
I have the authority to bind
the Corporation.

(13) Address
for Service

c/o 5109 Steeles Avenue West, Suite 200, Weston, Ontario, M9L 2Y9

(14) Municipal Address of Property

118-124 James Street North
Hamilton, Ontario
L8R 2K7

(15) Document Prepared by:

The Regional Municipality of
Hamilton-Wentworth
Transportation Department
71 Main Street West
Hamilton, Ontario
L8N 3T4

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Schedule "1"

THIS AGREEMENT made this 20th day of April 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,

Hereinafter called "the Region" of the First Part,

- and -

524 HARVIE LAND HOLDINGS INC. *

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as ~~118-124 JAMES ST. NORTH~~ in the City of ~~Hamilton~~, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 118-124 James Street North, Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

(i) 3-storey Brick Building (0.08m x 21.87m)

(hereinafter referred to collectively as "the works")

Onto the road allowance of James Street North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$500,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.
7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.
8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.
9. Only the works herein authorized may be erected by the Applicant.
10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.
11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things within 30 days after notice

to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

4950 Yonge Street, Suite 1800

North York, Ontario

M2N 6K1

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, affixed its
corporate seal under the signatures of its duly authorized officers in that behalf.

APPLICANT:

PRR: 524 HANUIG CLAUSSING = 21

PRESIDENT

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Chairman

Approved:

Commissioner of Finance

Clerk

R.D. Meier
APPROVED
DEPARTMENT OF ENGINEERING

April 1987

Additional Property Identifier(s) and/or Other Information

LEGAL DESCRIPTION

In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth (formerly the County of Wentworth)

FIRSTLY: being composed of lot number three (3) fronting on the east side of James Street and in the block bounded by James, Hughson, Cannon and Gore Streets, together with a right-of-way eleven feet four inches (11'4") in width along the southerly side of Lot Number Three on the west side of Hughson Street in James Hughson's Survey.

SECONDLY: being composed of part of lot four (4) fronting on James Street and part of lot four (4) fronting on Hughson Street in James Hughson's Survey and better described as follows:

COMMENCING at a point in the southerly limit of said lot four (4) fronting on Hughson Street, said point being distant one hundred and twenty-five feet measured westerly along the said southerly limit of lot four (4) from the westerly limit of Hughson Street;

THENCE westerly along the said southerly limits of lot four (4) fronting on Hughson Street and James Street, thirty-four feet six inches;

THENCE northerly parallel to the rear of said lots four, thirty-four feet;

THENCE westerly parallel to the said southerly limit of lots four, twenty-four feet;

THENCE Northerly parallel to the rear of said lots four, twenty-seven feet and one inch more or less to a point distant eleven feet from the said northerly limit of lot four (4) fronting on James Street;

THENCE easterly parallel to the said northerly limit of lots four, fifty-eight feet six inches more or less to a point one hundred and twenty-five feet from the said westerly limit of Hughson Street;

THENCE southerly parallel to the said rear of lots four, sixty-one feet one inch more or less to the place of beginning.

TOGETHER WITH free and uninterrupted right-of-way, ingress and egress to the Grantee, its successors and assigns and its agents, servants, and workmen for persons, animals and vehicles in common with all other lawfully entitled thereto through, along and over ALL AND SINGULAR the lands or lanes described as follows:

COMMENCING on the westerly limit of Hughson Street at the north-easterly angle of said lot four (4) fronting on Hughson Street;

THENCE westerly along the northerly limit of said lot four (4) to the westerly limit thereof;

THENCE still westerly along the northerly limit of said lot four (4) fronting on James Street thirty-three feet six inches to a point;

THENCE southerly parallel to Hughson Street eleven feet;

THENCE easterly parallel to the northerly limit of said lot four, fifty-eight feet six inches to a point;

THENCE southerly parallel to the westerly limit of Hughson Street, sixty-one feet one inch more or less to the southerly limit of lot four (4);

THENCE easterly along the said southerly limit of lot four (4) ten feet;

Schedule

Form 5 — Land Registration Reform Act, 1984

S

Page 3

Additional Property Identifier(s) and/or Other Information

LEGAL DESCRIPTION CONTINUED

THENCE northerly parallel to Hughson Street, sixty-one feet one inch to a point;

THENCE easterly parallel to the northerly limit of said lot four (4) one hundred and fifteen feet more or less to the westerly limit of Hughson Street.

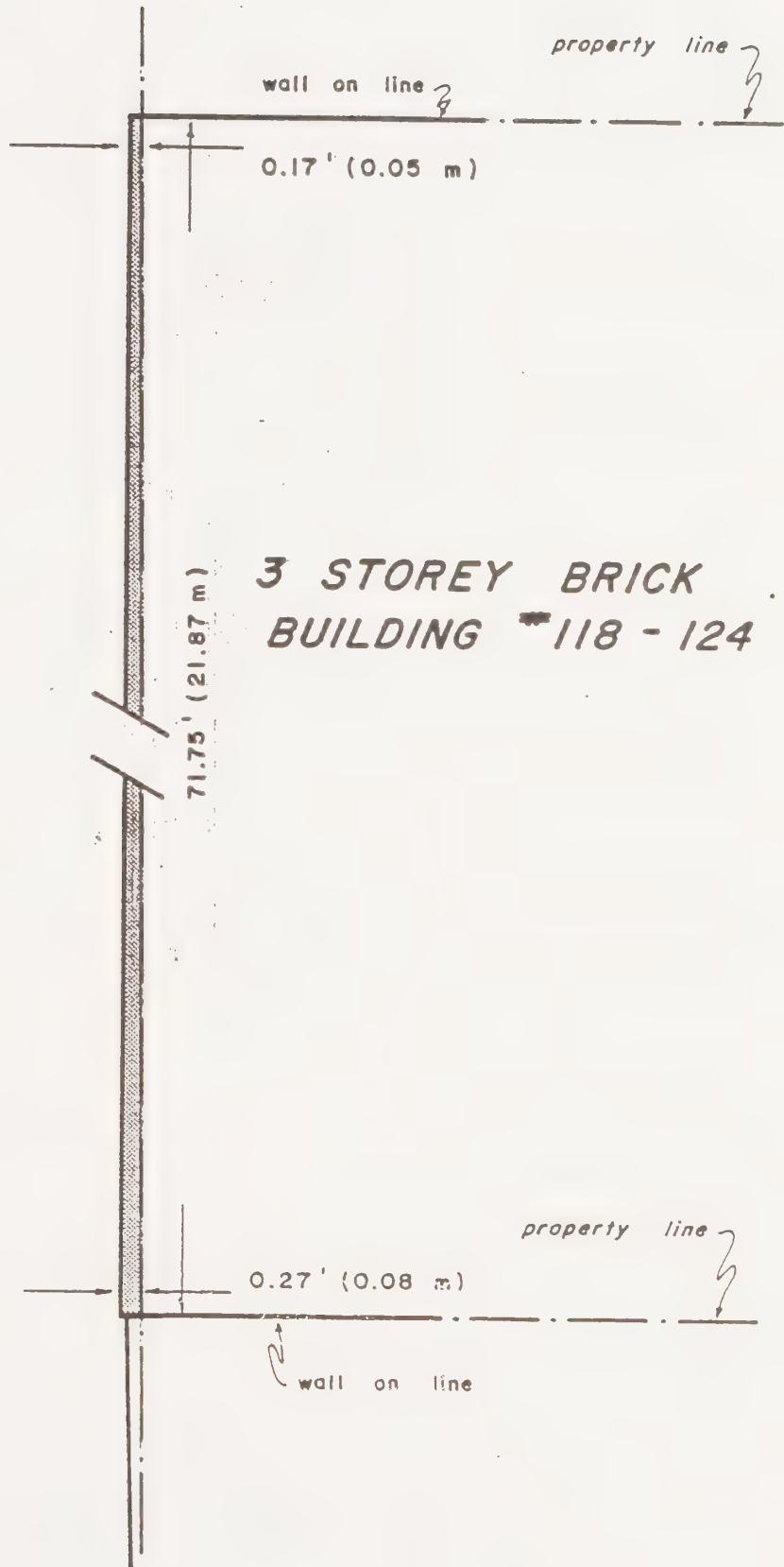
THENCE northerly along said westerly limit eleven (11) feet more or less to the place of beginning.

PREVIOUSLY DESCRIBED IN DEED REGISTERED AS INSTRUMENT NO. 418674.
The East of James Street mentioned herein is the east limit confirmed by B.A. Application No. 776, registered as No. 700 C.D.

SCHEDULE "B"

SKETCH OF "WORKS"

JAMES STREET NORTH



* NOTE: THIS IS NOT A PLAN OF SURVEY

DATED: the 20th day of April 1988

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

- to -

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-129

BILL NO. 1313

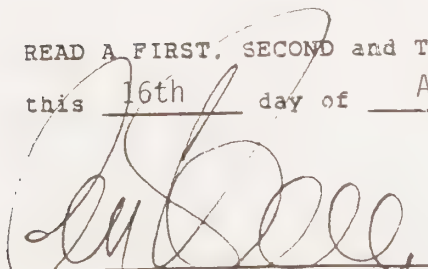
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

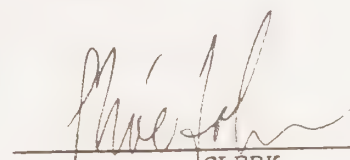
1. The applicant, Parshotam and Kailash Kohli, residing at 538 Upper James Street, Hamilton, and being the Owners of the said premises, are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of Upper James Street upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 16th day of August, 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 9 pages
	(3) Property Identifier(s)	Block _____ Property _____
	(4) Nature of Document Encroachment Agreement	
	(5) Consideration See Attached Schedule Dollars \$ 1.00	
	(6) Description See Attached Schedule "A"	
New Property Identifiers Additional: See Schedule ☐		
Executions Additional: See Schedule ☐		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐		

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE REGIONAL MUNICIPALITY	CHAIRMAN	
OF HAMILTON-WENTWORTH	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service: P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
PARSHOTAKI KOHLI	<i>[Signature]</i>	1988 06 28
KAILASH KOHLI	<i>[Signature]</i>	1988 06 28

(13) Address for Service: 538 UPPER JAMES HAMILTON, ONTARIO, L9C 2Y2

(14) Municipal Address of Property 538 Upper James Street, Hamilton, Ontario, L9C 2Y2.	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main Street West Hamilton, Ontario L8N 3T4	Fees and Tax Registration Fee _____ _____ _____ Total
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FOR OFFICE USE ONLY

Schedule "1"

THIS AGREEMENT made this 6th day of June, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH.
Hereinafter called "the Region" of the First Part.

- and -

PARSHOTAM KOHLI and KAILASH KOHLI, 538 Upper James Street,
of the City of Hamilton, in the Regional Municipality of
Hamilton-Wentworth, as joint tenants,
Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the
property known municipally as 538 Upper James Street, in the City
of Hamilton, . in the Regional Municipality of
Hamilton-Wentworth, more particularly described in Schedule "A"
attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O.
1980, Chapter 302, as amended, provides that the Council of
every municipality may pass by-laws for permitting any person
to place, construct, install, maintain, and use objects in, on,
under, or over highways under such conditions as may be agreed
upon;

AND WHEREAS the Regional Municipality of
Hamilton-Wentworth did by By-law # on the day
of 19 approve the privilege hereinafter
permitted to the Applicant, which application for privilege was
presented at the meeting of the Council on the said date as
Item in a Report to the Regional Council of the
Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as
follows:

1. That the Applicant, being the owner of the premises at 538
Upper James Street, Hamilton, (more particularly described
in Schedule "A" attached hereto), may during the pleasure
of Regional Council retain the encroachment of:

(i) one-storey addition (0.64m x 7.82m)

(hereinafter referred to collectively as "the works")

Onto the road allowance of Upper James Street, as shown on
a sketch attached hereto as Schedule "B", but so as not to
interfere with the free and safe passage of persons and
vehicles using the said Road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act, R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act, R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

538 Upper James Street,
Hamilton, Ontario. L9C 2Y2.

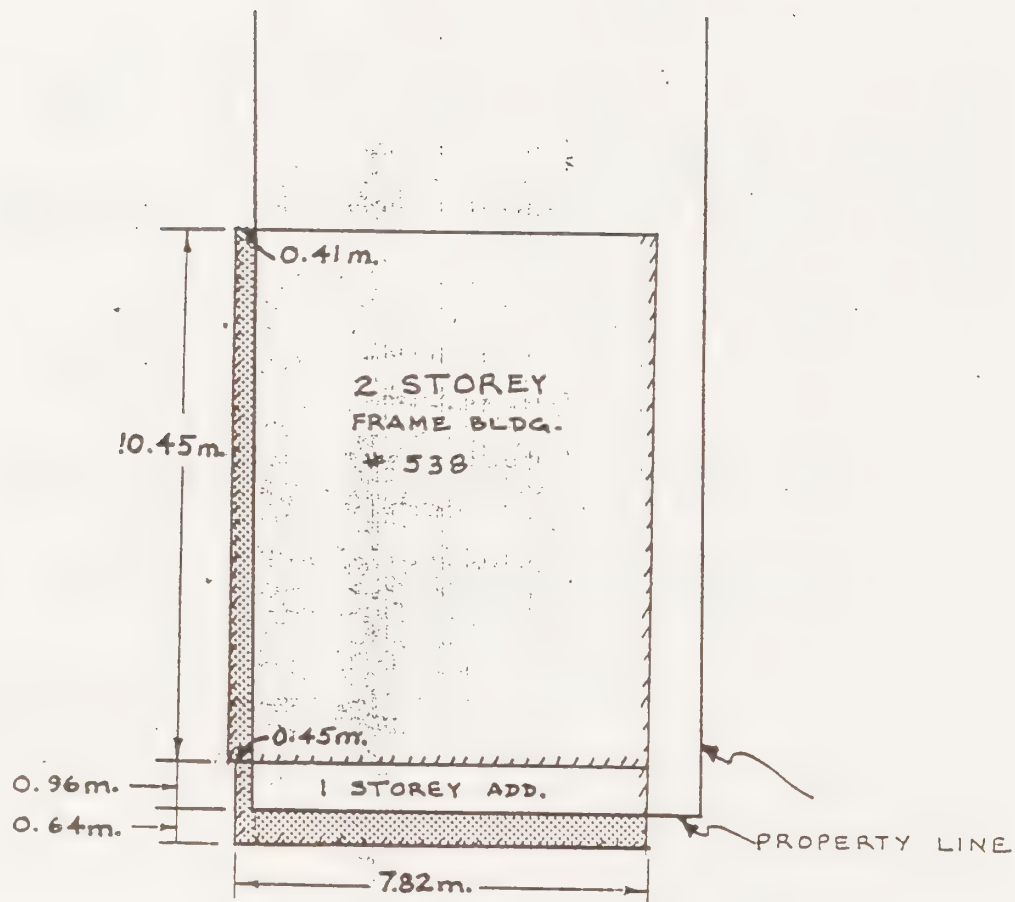
18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

SCHEDULE "B"
SKETCH OF "WORKS"

T103-50()



QUEENSDALE AVENUE



UPPER JAMES STREET

* NOTE : THIS IS NOT A PLAN OF SURVEY

DATED: _____ 1988.

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

- to -

PARSHOTAM KOHLI and
KAILASH KOHLI

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-130

BILL NO.1314

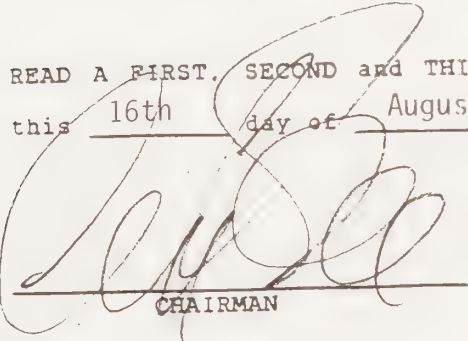
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

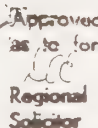
WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

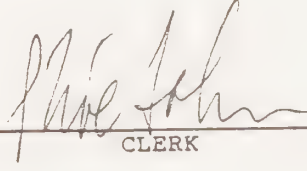
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s), Mr. H. Dhir, residing at 1661 Bloor Street West, Toronto, Ontario M6P 1A6, and the owners of the said premises at 21-71 Sanford Avenue North and 733-735 King Street East, Kanti Lal, Labhuben, Pratish, Rajesh and Nitesh Vaghela, are hereby granted the privilege of maintaining the existing building, sign and awning encroachment upon the highway allowance(s) of Sanford Avenue North and Wilson Street, upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 16th day of August, 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK



Province
of
Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

To Ingrid
Regional Clerks

D

FOR OFFICE USE ONLY

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 11 pages (3) Property Identifier(s) Block Property (4) Nature of Document Encroachment Agreement (5) Consideration See attached schedule Dollars \$ 1.00 (6) Description See attached Schedule "A"	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐
	Additional: See Schedule ☐
	Additional: See Schedule ☐
	Additional: See Schedule ☐
	Additional: See Schedule ☐

(8) This Document provides as follows:

See attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE REGIONAL MUNICIPALITY OF	CHAIRMAN	
HAMILTON-WENTWORTH	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service P.O. Box 910, 119 King Street West, Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
KANTILAL VAGHELA, LABHUBEN VAGHELA,		1988 07 11
PRATISH VAGHELA, RAJESH VAGHELA, NITESH VAGHELA		

(13) Address for Service 1661 BLOOR ST. WEST, TORONTO M6P 1A6. ATTENTION: MR. DHIR

(14) Municipal Address of Property 733-735 KING ST. EAST 21 TO 71 SANDFORD AVE. N. HAMILTON	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main St. W. Hamilton, Ontario L8N 3T4	Fees and Tax <table border="1"> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Registration Fee							
Registration Fee										

THIS AGREEMENT made this 7th day of July, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and - KANTILAL VAGHELA, LABHUREN VAGHELA, PRATISH VAGHELA
RAJESH VAGHELA, NITESH VAGHELA
Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as ^{733-735 KING ST. EAST} 21-71 SANFORD AVE. NORTH in the City of HAMILTON, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 21-71 Sanford Ave. N., Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) On Sanford Ave. N. - 5 brick pillars each encroaching by a maximum of 0.11m X 1.17m

Overhead steel awning 1.64m X 0.92m

Overhead sign 0.25m X 2.74m

- (ii) On Wilson St. - 1 1/2 storey brick building 0.15m X 1.82m

(hereinafter referred to collectively as "the works")

Onto the road allowance of Sanford Ave. N., & Wilson Street, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$ NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

KANTILAL VAGHELA
1417 GERRARD ST. E.
TORONTO, ONT. M4L 1Z7

X

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessors, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto,

Set my Hand and Seal

SIGNED, SEALED AND DELIVERED)

in the Presence of)

HARDIALDHUZ ARCHWELT)

HARDIALDHUZ ARCHWELT)

APPLICANT:

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M. Vaghela

KANTILAL VAGHELA

LAKHUBEN VAGHELA

PRATISH VAGHELA

RAJESH VAGHELA

NITESH VAGHELA

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Chairman

Commissioner of Finance

Clerk

Approved:

R. P. Meier

APPROVED

DEPARTMENT OF ENGINEERING

January 1988

Additional Property Identifier(s) and/or Other Information

733-735 KING STREET EAST and 21-51-61-71 SANFORD AVE. NORTH, HAMILTON:

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, being composed of Part of Park Lot Number Three (3) on Sanford Avenue between King and Wilson Streets, Plan 88, 1988, Hamilton, described as follows:

COMMENCING where the northerly limit of King Street intersects the
westerly limit of Sanford Avenue;

THENCE westerly along the northern margin of King Street, one hundred and sixty-four feet and one-half inch (164' $\frac{1}{2}$ "), to a point;

THENCE north eighteen degrees east (N 18° E), six hundred and eighty-seven feet (687') more or less to the southern limit of Wilson Street;

THENCE easterly along the southern limit of Wilson Street, one hundred and sixty-five feet and one-half inch (165' $\frac{1}{2}$ ") more or less to the south-west angle of Sanford Avenue and Wilson Street;

THENCE southerly along the western limit of Sanford Avenue, six hundred and eighty-six feet (686') more or less to the place of beginning.

(being the lands described ~~in the~~ in instrument
registered as number ~~34444~~ C.D.)

403669

SECONDLY

Additional Property Identifier(s) and/or Other Information

14 ACORN STREET, HAMILTON:

FIRSTLY: in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, being composed of the westerly twenty-four feet (24') from front to rear of Lot Ten (10) Plan 46.

SECONDLY:

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, composed of the easterly twenty-two feet (22') from front to rear of Lot Eleven (11), Plan 46.

THIRDLY:

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, composed of the westerly eighteen feet (18') from front to rear of Lot Eleven (11), Plan 46.

FOURTHLY:

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, composed of the easterly twenty-five feet (25') from front to rear of lot Twelve (12), Plan 46;

FIFTHLY:

IN THE City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, composed of the westerly fifteen feet of Lot Twelve (12) and the easterly ten feet (10') of Lot Thirteen (13), Plan 46.

(being the lands described ~~as above~~ in instrument registered as number ~~303286~~ C.D.)

403669

THIRDLY

Additional Property Identifier(s) and/or Other Information

15 SANFORD AVENUE SOUTH, HAMILTON

in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, composed of:

FIRSTLY: the easterly sixty-eight feet of Lots Numbers 8, 9, 10, 11, 12 and 13 on the east side of Sanford Avenue, in registered plan no. 210, as follows:

COMMENCING at a point in the northern limit of said Lot Number eight (8) being also the southehrn limit of a nine foot alleyway, the said point being distant easterly ninety feet (90') from the easterly side of Sanford Avenue;

THENCE easterly and along the northerly limit of said Lot number Eight (8), sixty-eight feet (68') to a point;

THENCE south-easterly and along the westerly limit of a ten foot alleyway as shown on said Plan to the southeast angle of said Lot Number Thirteen (13);

~~THENCE south-easterly and along the westerly limit of a ten foot alleyway as shown on said Plan to the southeast angle of said Lot Number Thirteen (13);~~

THENCE westerly along the southerly limit of said lot number thirteen (13), sixty-eight feet (68') to a point;

THENCE northerly and parallel to the easterly limit of Sanford Avenue, one hundred and fifty feet (150') to the place of beginning.

SECONDLY:

the westerly ninety feet (90') of Lots Numbers eight (8) and nine (9) on the east side of Sanford Avenue, in registered plan no. 210, having a frontage of fifty feet (50') on Sanford Avenue, and running easterly therefrom an equal width a distance of ninety feet (90');

SUBJECT to a free and uninterrupted right of way for ingress and egress, for persons and vehicles, through along and over the southerly six feet and one and one half inches (6'1½") of the above described lands in an easterly direction from Sanford Avenue for a distance of seventy feet (70');

(being the lands ~~described~~ in instrument registered as number ~~392106~~ C.D.)

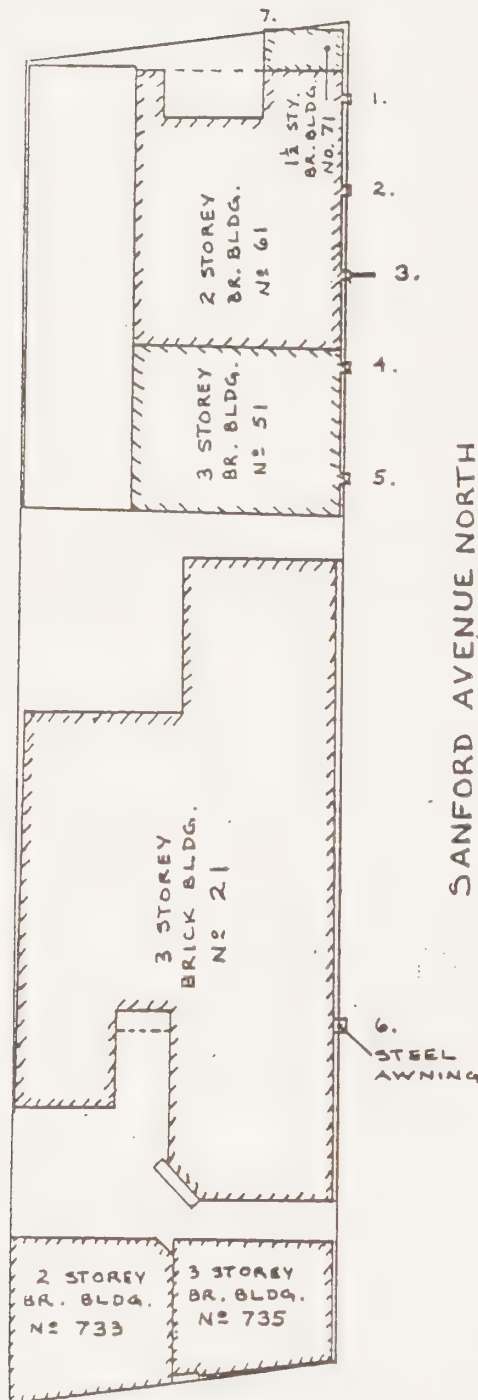
403669

SCHEDULE "B"
SKETCH OF "WORKS"

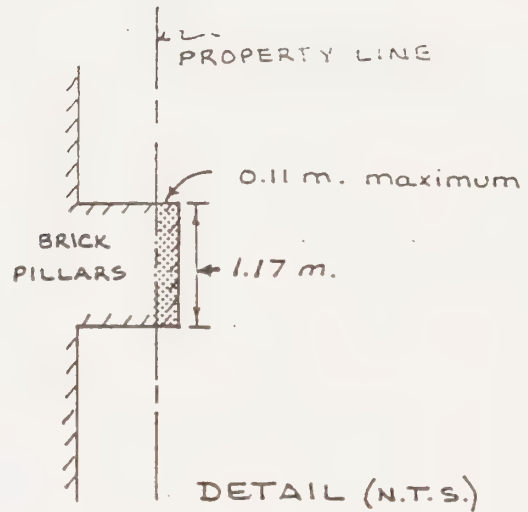
T103-50(673)



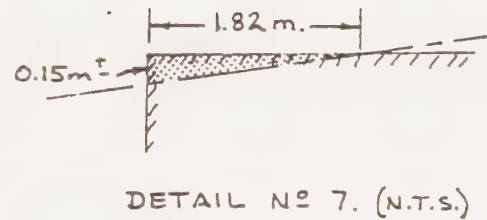
WILSON STREET



SANFORD AVENUE NORTH



TYPICAL TO No. 1. to 5.



NOTES:

1. BRICK PILLAR No. 3 HAS AN OVERHEAD SIGN THAT IS ENCRDACHING ONTO SANFORD AVENUE BY 2.74 m.±.
2. STEEL AWNING ENCRDACHES BY 0.92 m.±. (No. 6).

KING STREET EAST

DATED: _____ 19 _____

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-131BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 9 (No Left Turns) of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by deleting therefrom the following items, namely:-

"Barton	Easterly	Kenilworth	Anytime
Barton	Westerly	Kenilworth	Anytime".

2. Schedule 25 (Stop Signs) of the said By-law is hereby amended by adding thereto the following item, namely:-

"Mohawk	Eastbound and Westbound	Upper Kenilworth".
---------	-------------------------	--------------------

3. Schedule 26 (Designated Traffic Lanes) of the said By-law is hereby amended by adding thereto the following item, namely:-

"Barton	375 feet east of Ottawa and 148 feet west of Kenilworth	Centre Lane	Anytime	Easterly to Northerly and Westerly to Southerly".
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4. Schedule 33 (No Stopping Areas) of the said By-law is hereby amended by deleting from Section C (No Stopping 4:00 p.m. - 6:00 p.m.) the following item, namely:-

"Main	North	East Bend to Westerly City Limits".
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and by adding thereto the following item, namely:-

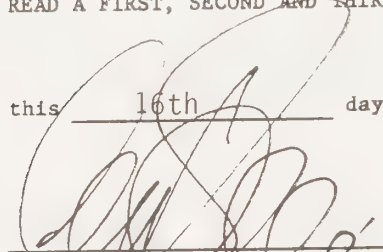
"Main	North	Gage to Westerly City Limits".
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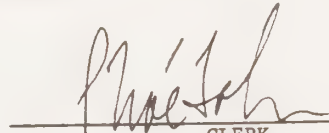
5. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

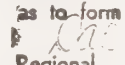
6. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 16th day of August 198 8.


CHAIRMAN


CLERK

Approved
as to form
by 
Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-132

TO AMEND;

BY-LAW 7970 -

RESPECTING;

DEFINITION OF DISABILITY

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the definition of disability.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Section 3 of Article VIII be deleted and replaced with the following wording:

Section 3,

"Permanent incapacity or disability shall not be deemed to have occurred if it has resulted from injuries or ill-health which have arisen,

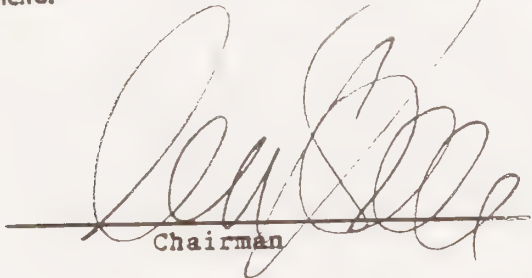
(a) in committing a serious offence punishable under the Criminal Code of Canada,

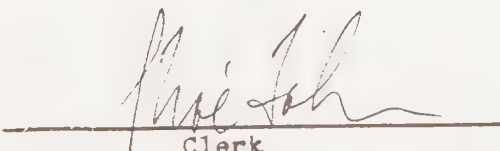
(b) in or from service in the armed forces of any country.

Read the first, second and third time and finally passed and enacted this 16th day of August, 1988.

Approved
as to form

Regional
Solicitor


Chairman


Clerk

CURRENT HWRF DEFINITION

5. Payment of an amount prescribed in paragraphs 1 or 2 of this Article VII shall be in full satisfaction of the rights under this plan of the member, his beneficiary and personal representatives in respect of the service of the member for which the contributions so refunded were made. By-law No. 10603, S.3.

ARTICLE VIII

Pension on Total and Permanent Disability

1. A member who has had 10 years' service and becomes totally and permanently disabled shall be entitled to receive a pension calculated, without actuarial reduction, on the average earnings of the member for the 5 years immediately prior to disablement or during the best 5 calendar years of earnings, whichever is the higher. By-law No. 73-324, S.6.
2. The pension payable to such member may, at the election of the member, commence immediately or be deferred to the first day of the month following that in which the member elects to retire or attains normal retirement date. By-law No. 73-324, S.2.
3. Permanent incapacity or disability shall not be deemed to have occurred if it has resulted from injuries or ill-health which have arisen,
 - (a) from the use of alcohol,
 - (b) from addiction to drugs,
 - (c) in committing a serious offence punishable under the Criminal Code of Canada,
 - (d) in or from service in the armed forces of any country.
4. A member shall be considered to be totally and permanently disabled if a Doctor selected by the Committee has certified that the member is permanently incapacitated, by reason of a mental or bodily injury or other disease from engaging in gainful employment, except for purposes of rehabilitation.
5. The Committee, on the basis of the evidence submitted to it may determine if total and permanent disability exists and the determination of the Committee is final and conclusive.

CURRENT OMERS DEFINITION**B. BENEFIT DESCRIPTION****1. Introduction**

The OMERS pension plan provides benefits for members who become "totally disabled" according to its definition of disability. A totally disabled member may apply for one of two disability benefits,

- (a) the disability waiver of premium benefit, or
- (b) the disability pension.

A disability benefit is available to a totally disabled member from the first day of the fifth month following the month in which the member became totally disabled.

2. Definition of Totally Disabled

A member is considered to be totally disabled by OMERS on the date he is declared to be so by a legally qualified medical practitioner appointed by the Board of OMERS. The OMERS definition of totally disabled has two parts and is as follows:

- (a) **First 24 Months of Disability**
During the first 24 months of disability a member is considered to be totally disabled if wholly prevented due to mental or physical incapacity from performing the regular duties of the occupation in which he was engaged immediately prior to the disability.
- (b) **After the First 24 Months of Disability**
After the first 24 months of disability a member is considered to be totally disabled if wholly prevented from engaging in any occupation or performing any work for compensation or profit for which he is or may become reasonably qualified by education, training or experience.

3. Not Eligible For Disability Benefits

To be considered totally disabled a member must meet the OMERS definition of total disability. The following conditions further limit the definition of totally disabled and must be met before a member is eligible for a disability benefit.

Total disability is not considered to exist:

- (a) if after the first 24 months of disability the member's continued disability is the result of mental illness, unless a medical practitioner specializing in psychiatry or neurology certifies the member's continued disability;
- (b) if the member's disability results from willfully self-inflicted injury or the commission or attempted commission by the member of an indictable offence under the *Criminal Code (Canada)* or the engagement by the member in an unlawful occupation;
- (c) if the member's total disability occurs within one year of his becoming a member of OMERS and results from a condition of the member that existed prior to his becoming a member of OMERS; or
- (d) if the member terminated his employment with his employer prior to becoming totally disabled.

4. When Is a Totally Disabled Member Eligible For a Disability Benefit?

A totally disabled member is eligible for an OMERS disability benefit beginning on the later of the first day of the fifth month following the date the member became totally disabled or the date the member ceased to make a contribution to OMERS.

To apply for a disability benefit a totally disabled member must submit a claim form to OMERS (described later in this section). Claim forms should be submitted without delay and may not be submitted after the death of the member.

RECOMMENDED REVISED DEFINITION UNDER HWRF PLAN

ARTICLE VIII
Pension on Total and Permanent Disability

Section 3,

Permanent incapacity or disability shall not be deemed to have occurred if it has resulted from injuries or ill-health which have arisen,

- (a) in committing a serious offence punishable under the Criminal Code of Canada,
- (b) in or from service in the armed forces of any country.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-133

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 16th day of August, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>
Special Airport Committee Report	8-88
Economic Development and Planning Committee Report	12-88
Engineering Services Committee Report	16-88 as amended
Finance & Personnel Report	6-88
Freeway Steering Committee Report	6-88
Health & Social Services Committee Report	10-88 as amended
Information Systems Committee Report	4-88
Legislation & Reception Committee Report	8-88
Transportation Services Committee Report	8-88

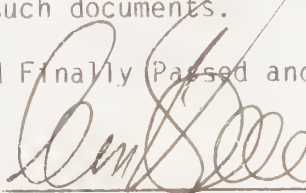
and Regional Officials

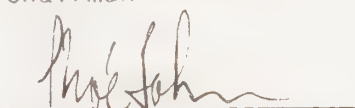
<u>NAME</u>	<u>NO.</u>
Chairman's Report	12-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 16th, day of August, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-134

BILL NO. 1319

BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 23 (No Stopping Areas) of the By-law R76-144 passed and enacted on the 7th day of September 1976 is hereby amended by adding thereto the following item, namely:-

"Reg. Rd. 308 North York to 261 feet west Anytime".
(King St.)

2. Schedule 26 (Designated Traffic Lanes) of the said By-law is hereby amended by adding thereto the following items, namely:-

"Reg. Rd. 308 Reg. Rd. 44 (York Rd.) 3rd lane from Anytime Westerly
(King St.) and a point 150 feet north curb to
south of Reg. Rd. 144 Northerly

Reg. Rd. 399 Main St. to 100 feet South curb lane Anytime Easterly
(Governor's westerly to
Rd.) Southerly".

3. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

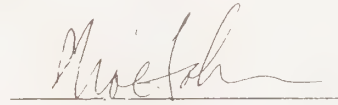
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 20th day of September 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

BILL NO. 1320

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW R88-136

Being a by-law to examine, license, regulate and govern tradespersons carrying on or engaged in certain trades in the Regional Municipality.

WHEREAS pursuant to the Regional Municipality of Hamilton-Wentworth Act, R.S.O., 1980, c. 437, as amended by S.O., 1986, c. 46, s. 134a, the Regional Council is authorized to pass by-laws to provide for the examining, licensing, regulating and governing of persons carrying on or engaging in certain trades and occupations, namely, Building Repair, Drain Repair, Electrical, Plumbing, Explosives' handling, Heating, Air-conditioning and Ventilation and the Contractors and Masters of these Trades, and

WHEREAS the Regional Council deems it advisable to pass a by-law pursuant to the aforesaid legislation to regulate tradespersons engaged in the aforesaid Trades in both new and existing construction and which will supercede Area Municipality By-laws regulating the aforesaid tradespersons.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. DEFINITIONS

In this By-law,

- (a) "Administrator of Licences" means the person appointed by Regional Council under Schedule "7" to this By-law, responsible to issue licences and to administer this By-law;
- (b) "Area Municipality" means one of the six Area Municipalities comprising the Regional Municipality of Hamilton-Wentworth namely, the Cities of Hamilton and Stoney Creek, the Towns of Ancaster, Dundas and Flamborough and the Township of Glanbrook, designated pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O., 1980, c. 437;
- (c) "Construction" means any work in the erection, installation, or extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere, and "construct" has a similar, grammatical meaning.

- (d) "Contractor" means any person who agrees with a member of the public or another contractor to carry out any work in a Trade regulated under this By-law;
- (e) "Person" includes an individual alone or in association with a partnership, firm or corporation and each of them as an entity;
- (f) "Regional Area" means the geographical area of the Regional Municipality comprising the six Area Municipalities of Hamilton, Dundas, Stoney Creek, Ancaster Glanbrook, and Flamborough as set out in The Regional Municipality of Hamilton-Wentworth Act, R.S.O., 1980, c. 437;
- (g) "Regional Council" means the Council of the Regional Municipality of Hamilton-Wentworth;
- (h) "Regional Municipality" means the Regional Municipality of Hamilton-Wentworth;
- (i) "Regular Place of Business" means the land or building or part of a building used for a fixed or permanent place of business, and where such business address appears in governmental assessment, taxation, planning or engineering records or the address is registered

with the Provincial Ministry of Consumer and Commercial Relations. The place of business applies to a contractor or master tradesperson licensed or required to be licensed under this By-law. A contractor's regular place of business may also be designated for a master who is on that contractor's payroll;

- (j) "Trades Examining Board" means the Board established by Regional Council pursuant to Schedule "9" to this By-law and which shall be responsible for examining the level of competence of tradespersons regulated by Schedules "5" and "6" hereto, and the qualifications and eligibility of any person applying for the issuance of a licence or a renewal thereof under this By-law;
- (k) "Trades License Committee" means the Legislation and Reception Committee of the Regional Municipality responsible for hearing persons on all questions of the issue, refusal to issue, revocation, suspension or renewal of licences under this By-law.
- (l) "Tradesperson" means a person licensed or required to be licensed under this By-law and engaged in, occupied in or retained to carry out work in the Trades of

Building Repair, Drain Repair, Electrical, Plumbing, or Heating, Air-Conditioning and Ventilation in the Regional Area.

- (m) "Trades Licence Inspector" means a person designated on Schedule "8" to this By-law as a Regional Trades Licence Inspector and Regional By-law Enforcement Officer for this By-law.

2. PERSONS REQUIRING A LICENCE

Subject to section 4, every person engaged, occupied or retained in the Regional Area to carry out work in each of the Trades of Building Repair, Drain Repair, Electrical, Plumbing, Heating, Air-conditioning or Ventilation, shall before being engaged, occupied or retained in the aforesaid Trades apply for and obtain annually, a licence pursuant to this By-law, as a:

- (i) Building Repair Contractor or Master Builder Repairer;
- (ii) Drain Repair Contractor or Master Drain Installer;
- (iii) Electrical Contractor or Master Electrician;
- (iv) Heating, Air-Conditioning and Ventilation Contractor or

- Master Warm Air Heating, Air Conditioning and Ventilation installer in one or more specialized areas of steam fitter, refrigeration and air- conditioning mechanic, oil burner mechanic, or sheet metal worker;
- (v) Plumbing contractor or master plumber; or one or more of the above designated trades-persons.

3. PROHIBITION

Subject to section 4, no person shall and within the Regional Area, carry on or engage in or be retained or offer to carry out work in any of the trades or occupations named in section 2, without first having obtained a licence under this By-law to do so.

4. PERSONS NOT REQUIRING A LICENCE

The provisions of this By-law and Schedules hereto do not apply:

- (a) to any person holding a valid registration under the Ontario New Home Warranty Program for work carried out on a construction project subject to such warranty save and except where such person is also an electrician,

plumber, or heating, air conditioning and ventilation installer or drain layer;

- (b) to any person who does work for his or her own benefit and not for hire in or about the dwelling or dwelling unit in which such person resides or in which the spouse of such person is the owner;
- (c) to a contractor or master of a trade engaged in the construction of a commercial or industrial, institutional or residential building which has been designed by and is under the supervision of a Professional Engineer or an Architect licensed to practise in Ontario; or
- (d) to any person engaged in or occupied in any one of the aforesaid Trades as a Journeyman or Apprentice under the supervision of a Master of one or more of the Trades referred to in section 2.

5. APPLICATION FORMS

- (a) Each applicant for a licence under this By-law shall complete the application form attached as Schedule "10"

hereto, provided by the Administrator of Licences, and available from each of the Area Municipal Offices, and such completed form shall be mailed or delivered by each applicant together with the applicable fee shown on Schedule "1" hereto, to the Administrator of Licences for processing and directions.

- (b) The Administrator of Licences shall, upon receipt of the application referred to in subsection 5(a), make or cause to be made any necessary investigations concerning the application, and shall refer the application to the Trades Examining Board to determine the eligibility of the applicant to be licensed, and may obtain any expert advice which he deems necessary for the consideration and decision of the Trades Licence Committee.

6. ADMINISTRATOR OF LICENCES

- (a) There shall be an Administrator of Licences for the Regional Municipality appointed under Schedule "7" hereto, who shall be responsible for the administration of this By-law, and shall for all purposes of this

By-law be a Regional employee;

- (b) The Administrator of Licences shall report annually through the Trades Licence Committee, to the Regional Council on the administration of this By-law, and account for all fees and fines received during the year, less all administrative and legal costs actually incurred in the administration of this By-law;
- (c) The net amount of monies realized under paragraph (b) of this section shall be distributed to each Area Municipality annually, based on the ratio that the equalized assessment of each Area Municipality bears in relation to the total equalized assessment for the Regional Area for the immediately preceeding year;
- (d) The legal and financial and accounting services of the Commissioner of Legal Services and Commissioner of Finance shall be used by the Administrator of Licences for the purposes of administering this By-law;
- (e) The Administrator of Licences, shall, on behalf of the Regional Municipality, sign all licences issued or renewed pursuant to this By-law;

- (f) The Administrator of Licences shall, subject to sections 2, 5 and 23 of this By-law, and upon compliance by the applicant with all the other provisions of this By-law and Schedules hereto, issue to the applicant a number and licence for a Trade regulated under this By-law, together with a photograph of the licence holder, and the licence card and number shall be carried by the licence holder whenever engaged in Trades work governed by this By-law.
- (g) The licence number or business name of the licence holder shall be displayed or both may be displayed by the licence holder in any advertising for the trade by such person;
- (h) The Administrator of Licences shall receive all licence issuance, and renewal fees and fines collected pursuant to this By-law and shall deposit all such monies in an account designated by the Regional Finance Department;
- (i) All applications to the Trades Examining Board shall be made in writing and delivered to the Licence Administrator at the address shown on Schedule "7" hereto, and all referrals to the said Board shall be

addressed to the Chairman of the said Board at the address shown on Schedule "7" hereto.

7. INSPECTION OF LICENCES

Each licence holder under this By-law, shall, when requested to do so by the Administrator of Licences or any Trades Licence Inspector, or by any member of the public retaining the services of a Tradesperson, produce for inspection, upon request, such licence, identification card and photograph.

8. INSPECTIONS UNDER THIS BY-LAW

- (a) The Administrator of Licences or a Trades Licence Inspector, may require any contractor or master tradesperson licensed or required to be licensed hereunder to produce the trades records of such tradesperson or other relevant documentation for the purpose of determining whether such tradesperson is validly licensed under this By-law, or whether a provision of this By-law has been or is being contravened;

- (b) No person shall hinder, obstruct, molest or interfere with or attempt or permit any such action to be done to a Trades Licence Inspector in the exercise of any of the Inspector's powers or duties under this By-law and Schedules hereto;
- (c) Schedules "2", "3", "4", "5" and "6" to this By-law shall be enforced by the Trades Licence Inspectors. Each Trades Licence Inspector so designated is appointed a Regional By-law Enforcement Officer for the purposes of enforcement of this By-law in the Area Municipality by whom they are ordinarily employed.

9. LICENCES - PROPERTY

- (a) No person shall enjoy a vested right in the continuance of a licence issued under this By-law and upon the issuance, renewal, non-renewal, surrender, cancellation or suspension thereof, the licence shall at all times be and remain the property of the Regional Municipality;
- (b) Each licence issued under this By-law is issued on condition of compliance with all the provisions of this

By-law and Schedules hereto, and upon a finding of contravention of any provisions of this By-law or its Schedules, the licence may be suspended, revoked, or not renewed, in addition to any other remedies available to the Regional Municipality and the Administrator of Licences.

10. TRANSFER OF LICENCE AND EXAMINATION OF APPLICANTS

No Contractor's or Master's trades licence issued under this By-law shall be transferred to another person, and such licence shall be valid only from the place of business indicated thereon.

11. PLACE OF BUSINESS

A Contractor is not required to have a regular place of business in Ontario provided he has in his employ a Master tradesperson licensed under this By-law who has a regular place of business or residence in Ontario.

12. LICENCE FEES PAYABLE

Each person who applies for a licence or renewal thereof under this By-law shall pay the required fees set out in Schedule "1" to

this By-law, before such licence may be issued or renewed. Licences which are renewed are subject to payment of full annual fees for the year of renewal.

13. LICENCE FEES REFUNDED

Licence fees shall be paid for the entire calendar year. Proportionate refunds shall not be paid nor abatement of fees made where a licence is obtained or surrendered during the calendar year. Where a licence is revoked during the year a refund of part of the licence fee proportionate to the unexpired portion of the calendar year shall be made.

14. REPLACEMENT OF LICENCE

A fee shall be charged for the replacement of any licence lost other than by revocation, in accordance with the fees set out in Schedule "1" hereto.

15. VALIDITY OF LICENCE

A licence issued pursuant to this By-law shall be valid for the whole of the Regional Area and for each Area Municipality therein.

16. APPLICATION OF SCHEDULES AND STATUTES

Every person applying for the issuance or renewal of or holding a Contractor's or Master's licence under this By-law and every tradesperson carrying on or engaging in the trade or occupation in respect of which a licence is issued, shall observe and comply with and be governed by all the provisions set out in Schedules "1 to "10" attached to this By-law and also all the provisions of the Tradesmen's Qualification and Apprenticeship Act and the Regulations thereunder which relate to such person's Trade and occupation.

17. RENEWALS

- (a) The Administrator of Licences may renew a licence without requiring an examination of the licensee by the Trades Examining Board where a valid Municipal Trades Licence was held by the licensee in the immediate proceeding year and where the provisions of section 5 of this By-law are fully complied with.
- (b) The Administrator of Licences may after investigation require any applicant to be examined before the Trades Examining Board as a condition of the issue or renewal of a licence issued hereunder.

- (c) The Administrator of licences may require any person who has not renewed his/her licence for at least one year to be examined by the Trades Examining Board before being issued a licence.

18. EXPIRY DATES

All licences issued for the several trades and occupations set out in section 2, unless they are sooner surrendered, suspended or revoked, shall in every case expire in each year on December 31st. All licences shall be renewed by December 31st in the year of their issuance, to be valid for the year next following.

19. REVOCATION AND SUSPENSION OF LICENCES

- (a) The Regional Council may revoke or suspend any licence issued pursuant to this By-law after consideration of a report of the Trades License Committee. The report shall deal, among other matters, with the competency and trades practices of the licence holder, in performing trades work for the public;
- (b) Before revoking or suspending any such licence, the Administrator of Licences shall give to the holder thereof at least seven (7) days notice of the date of a hearing, mailed or delivered to the holder's address last known to the Administrator of Licences and the

holder shall be permitted, either in person or by his/her representative, to appear before the Trades License Committee to show cause why he/she believes such licence should not be revoked or suspended;

- (c) Upon suspension or revocation of a licence issued under this By-law, the licence holder shall return to the Administrator of Licences all photographs, numbers and licence cards issued by the Administrator of Licences within seven (7) clear days of the date of the notice of suspension or revocation of the licence from the Administrator of Licences.
- (d) Upon receipt of the findings by the Trades Examining Board, the Administrator of Licences shall, within five (5) days, make a decision on the application for the issue or refusal of a licence, and shall notify the applicant in writing of the decision within three (3) days of such decision being made.

20. APPEALS

- (a) The Administrator of Licences, may where any provision of this By-law and Schedules hereto has been contravened, refuse to issue or renew a licence, or may recommend to the Trades License Committee the suspension or revocation of a licence, and shall refer

to the Trades Licence Committee all appeals from his decision that a licence not be issued or renewed;

- (b) Any person who is refused a licence, or a renewal thereof, or has been notified of the intended revocation or suspension of a licence by the Administrator of Licences, may appeal in writing to the Trades Licence Committee within thirty (30) days of such action. All appeals shall be made in writing, setting out the grounds for the appeal, and shall be filed with the Regional Clerk who shall upon receipt thereof, provide a copy of the appeal to the Administrator of Licences and the Commissioner of Legal Services. The Trades Licence Committee shall convene a Hearing of the matter within thirty (30) days of receipt of the appeal by the Regional Clerk and the person appealing shall have the right to present his/her case in person or by his/her legal representative;
- (c) The Trades License Committee shall hear all appeals from the decisions of the Administrator of Licences, and pursuant to section 106 of the Municipal Act shall hear any person required to be otherwise heard by the Regional Council;
- (d) The Trades Licence Committee shall consider all matters

before it, and shall with reasons and by majority vote make a decision, with a report thereon to be prepared by the Regional Clerk, together with recommendations of the Trades Licence Committee to Regional Council, as to whether the appellant should have his/her licence issued, refused, suspended or revoked. The decision of the Regional Council shall be final;

- (e) Notice of the decision of Regional Council as to the refusal to issue or renew, revoke or suspend any licence shall be signed by the Administrator of Licences and shall be sent by registered mail or delivered to the last known address of the licence holder. Upon such notification, the licence revoked or suspended shall thereupon cease to be valid.

21. PARTNERSHIPS

Where two or more persons carry on or engage in partnership in any of the trades or occupations set out in Section 2 of this By-law, a licence may be issued in the name of one partner only, but when the application for licence is made, the name and address of each member of the partnership shall be set out therein.

22. TRADES EXAMINING BOARD

- (a) There is hereby established a Trades Examining Board to

be comprised of such persons, including a Chairman, to be appointed in accordance with Schedule "9" hereto. The function of the Board shall be to make findings concerning the competence of Contractors and Masters and other tradespersons in their respective trades and occupations regulated under this By-law and referred to it by the Administrator of Licences.

- (b) The findings of the Board shall state whether the applicant is eligible to be licensed and shall be sent to the Administrator of Licences;
- (c) The Board shall meet at the call of the Chairman of the Board, upon three (3) clear days notice, but not less than once annually;
- (d) The Board shall consist of five (5) panels of three (3) members each, one panel for each of the five Trades regulated under this By-law, and in compliance with the Schedules to this By-law;
- (e) Each panel of the Board shall consist of a Trades Licence Inspector and two other qualified trades persons from each Trade regulated under this By-law. A majority vote of the designated panel and Chairman shall be deemed to be the finding of the Board;
- (f) The Chairman of the Board shall sit on each Panel hearing applications or matters referred to it and

shall vote on all matters before the Panel. In the absence of the Chairman, the members of the Panel shall select one of the members as Chairman for the meeting

23. STATUS OF 1988 LICENCES

- (a) Every Master or Contractor described in Section 2 and holding a trades licence from an Area Municipality valid for the year 1988, may be eligible to have a trades licence issued to such tradesperson under this By-law for the year 1989.

24. AREA MUNICIPAL TRADES LICENSES

- (a) All trades licences held by every Contractor or Master tradesperson for the year 1988 in any area Municipality shall lapse and be void at midnight on December 31st, 1988, and shall be renewed by issuance of a licence under this By-law for the year 1989;
- (b) Every Master or Contractor holding a trades licence from an Area Municipality valid for the year 1988, shall be exempt from an examination by the Trades

Examining Board after a finding of eligibility by that Board respecting the said licence holder.

25. CERTIFICATE OF QUALIFICATION

A person holding a valid Certificate of Qualification issued by the Province of Ontario, or holding an equivalent extra Provincial Certificate, each for a minimum period of two years, shall be eligible to write a Master's examination for such trade, if required, set by the Trades Examining Board, and shall be eligible to have issued to such person a contractor's or master's licence pursuant to this By-law.

26. PENALTY

Any person who contravenes any provision of this By-law including the Schedules hereto, commits an offence and is liable upon conviction therefor, to a fine not exceeding \$2,000.00 for each offence and upon conviction shall be liable to have his/her licence revoked pursuant to section 19 of this By-law.

27. FINES

- (a) Subject to sub-section (b), all fines collected as a result of the enforcement of this By-law and Schedules,

shall be paid over to the Administrator of Licences;

- (b) Where a prosecution is conducted by an Area Municipality, and related to a matter under this By-law, all fines therefor shall be paid to that Area Municipality.

28. ENFORCEMENT OF BY-LAW

- (a) Subject to subsection (c), the provisions of this By-law shall be enforced by each Area Municipality for all contraventions of this By-law occurring within the boundaries of the Area Municipality;
- (b) All fines imposed and collected pursuant to the enforcement by an Area Municipality under subsection (a) of this section, belong to the Area Municipality carrying out the enforcement;
- (c) The administration of the provisions of this By-law relating to matters concerning the issuance, renewal, or the refusal thereof, or revocation or suspension of licences and all appeals therefrom shall be carried out by the Administrator of Licences with counsel from the office of the Commissioner of Legal Services.

29. SCHEDULES

Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 attached hereto are part of this By-law.

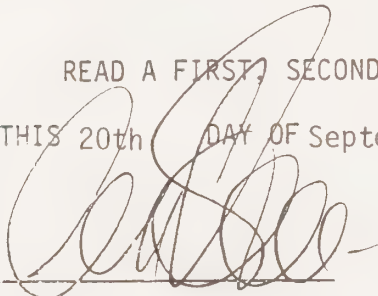
30. EFFECTIVE DATE OF BY-LAW

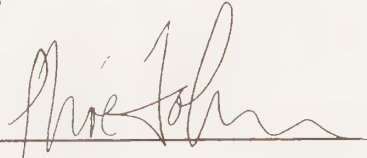
This By-law shall come into force and take effect on the first day of January, 1989.

31. ADVERTISEMENT

Notice of this By-law shall be advertised by the Regional Clerk once a week for three successive weeks in the Hamilton Spectator upon passing Enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND
ENACTED THIS 20th DAY OF September 1988.


Chairman


Clerk

SCHEDULE "1"

ANNUAL FEES FOR LICENCES

<u>COLUMN 1</u>	<u>COLUMN 2</u>	<u>COLUMN 3</u>
<u>TRADE REGULATED</u>	<u>FEE PAYABLE</u>	<u>DATE OF EXPIRY IN EACH YEAR</u>
Building Repair Contractor	\$150.00	December 31st
Master Building Repairer	\$ 75.00	"
Drain Repair Contractor	\$150.00	"
Master Drain Installer	\$ 75.00	"
Electrical Contractor	\$150.00	"
Master Electrician	\$ 75.00	"
Heating, Air-Conditioning and Ventilation Contractor	\$150.00	"
Master Warm Air Heating, Air- Conditioning and Ventilation Installer	\$ 75.00	"
Plumbing Contractor	\$150.00	"
Master Plumber	\$ 75.00	"
Renewal of Licence - All Contractors, each	\$150.00	"
All Masters, each	\$ 75.00	"
Trades Examining Board Examination	\$ 25.00	
Replacement of Licence	\$ 2.00	

ELECTRICAL CONTRACTORS

ELECTRICAL MASTERS

SCHEDULE "2"

INTERPRETATION

1. In this Schedule,

- (a) "Electrical Contractor" means a person engaged in the business of contracting for the making and repairing and installing of electrical installations and includes any person who solicits for electrical work or who in anyway advertises, or holds himself out to the public as doing or contracting to do electrical work by himself or through another qualified person or as being an electrical contractor, and who has a regular place of business in Ontario;
- (b) "Electrical Master" means a person who has been issued a Certificate of Qualification in the electrical trade under the Apprenticeship and Tradesmen's Qualification Act for two (2) years and is aware of and knowledgeable in the general regulations under the Apprenticeship and Tradesmen's Qualification Act and operates in a manner pursuant to the requirements of the said Act and Regulations, and is skilled in the planning, superintending, and installing, maintenance and repair of electrical equipment and services for lights, heat or power, and who is familiar with the laws, rules and regulations governing the same, and who has a regular place of business in Ontario and who, himself, or by journeyman tradesmen under his supervision performs the trade of electrician;
- (c) "Electrical Installations" means a system or part of a system of electrical equipment and wiring installed or to be installed in or upon any land, building, structures or premises from the point or points of delivery of electric power or energy therein or thereon or thereto by the electricity supply Authority or from any other source of supply, up to the point or points where the power or energy can be consumed or used therein or thereon by any electrical

equipment or fixtures, and the expressions "work on an electrical installation" or "make an electrical installation" or "electrical work" include the installation, maintenance, alteration, extension and repair of the wiring and the connection of the wiring with any of the electrical equipment, fixtures or appliances, and which is an integral part of the electrical system, or with any other part of the wiring system;

- (d) "Electrical Examining Panel" means the Panel of the Trades Examining Board appointed under the provisions of this By-law.

APPLICATION OF SCHEDULE

- 2. The provisions of this Schedule shall apply to all persons engaging in any electrical work, as:

- (a) Electrical Contractor
- (b) Electrical Master

LICENCE REQUIREMENTS

- 3.
 - (a) No person shall carry on the business of an electrical contractor in the Regional Area without an electrical contractor's licence under this By-law entitling him so to do and is or has a licensed electrical master in his employ;
 - (b) No person shall engage in the occupation of an electrical master in the Regional Area unless he is the holder of a current valid licence under this By-law entitling him so to do;
 - (c) Before commencing any electrical work, or upon completion of the work, a form of written agreement or an invoice or firm written estimate of the work to be done shall be entered into by an electrical contractor with the person for whom the work is to be done, containing the name and address of the tradesperson and customer and an itemized price or firm estimate of the goods and services to be provided.

APPLICATION FOR LICENCE

4. Where the application is for an electrical contractor's licence, the application shall include:
 - (a) The name and address of a licensed electrical master who is employed by the electrical contractor and the name of the person who has applied for an electrical master's licence, the applicant contractor is also an electrical master;
 - (b) The business address of the electrical contractor;
 - (c) The name and address of the owners, partners or company officers responsible for the operation of the electrical contractor's business;
 - (d) The name of the Insurance Company providing public liability and property damage coverage for the electrical contractor and all persons employed or retained by him during the currency of the licence.
5. Where the application is for an electrical master's licence, an application shall be made to the Licence Administrator and shall include:
 - (a) The applicant's qualifications as outlined in the application form, evidence that he is the holder of a Certificate of Qualification as an electrician for a minimum of two years, and the address of his regular place of business or place of employment in Ontario;
 - (b) The address of the electrical master's employer or one's own address if self-employed may be accepted to meet the requirements of having a regular place of business in Ontario if the employer is the holder of an electrical contractor's licence under this By-law;
 - (c) Every applicant for an electrical master's licence may be required to be examined by the Electrical Examining Panel of the Trades Examining Board as hereinafter constituted, touching his knowledge of the provisions of this By-law and of all relevant codes and standards relating to the planning and installation of electrical systems and equipment and fixtures used in connection therewith;

- (d) Before being examined, the applicant shall pay to the Regional Municipality, an examination fee as set out on Schedule "1" to this By-law and shall provide evidence that he is the holder of a Certificate of Qualification as an electrician for a minimum of two years;
- (e) No licence shall be issued under this By-law unless the results of the examination are satisfactory to the Electrical Examining Panel;
- (f) The Electrical Examining Panel of the Trades Examining Board shall not be required to receive or entertain any application for an examination within a period of less than three months following the failure of the applicant to pass a previous examination for a similar licence.

ELECTRICAL EXAMINING PANEL OF TRADES EXAMINING BOARD

- 6. (a) The Electrical Examining Panel shall consist of the following members appointed by Council;
 - (i) A representative of the Ontario Hydro Inspection Department or a Regional Trades Licence Inspector;
 - (ii) Two other persons qualified as electrical masters;
- (b) Recommendations for memberships to the Electrical Examining Panel will be received by the Trades Licensing Committee from an official inspection agency operating under the authority of a Province of Ontario Act or a municipality or an electrical trade organization located in the Regional Municipality of Hamilton,
- (c) The members of the Electrical Examining Panel shall hold office for the balance of the calendar year for which they have been appointed and for the duration of the term of Regional Council or until their successors have been appointed, unless their appointment is terminated sooner, for cause, and shall receive such remuneration for their services as may be fixed by the Regional Council,
- (d) It shall be the duty of the Electrical Examining Panel to supply the results of every examination to the Chairman of the Trades Examining Board who shall notify the applicant and the Licence Administrator.

7. (a) Where an electrical master licensed by a municipality referred to in Subsection (b) files with the Electrical Examining Panel a certificate issued by such municipality that he has passed an examination for an electrical master's licence or other satisfactory evidence that he has held a licence as an electrical master for a period of not less than two years and a letter from the licensing authority of that municipality that the applicant is in good standing, the Electrical Examining Panel shall not be required to examine the applicant and the Licence Administrator may issue a licence;
- (b) For the purpose of this section, "municipality" means the following cities:
- | | |
|----------------|-------------------|
| (i) Brantford | (vi) Ottawa |
| (ii) Guelph | (vii) Thunder Bay |
| (iii) Kingston | (viii) Toronto |
| (iv) Kitchener | (ix) Windsor |
| (v) London | |

DISQUALIFICATION OF CONTRACTOR

8. (a) When the electrical master whose name appears on an electrical contractor's certificate is no longer regularly employed by the electrical contractor, the contractor shall within three days notify the Regional Council in writing delivered to the Licence Administrator and furnish the Licence Administrator with the name and address of the master who will thenceforward be responsible, or with particulars of his arrangements pending the engaging of a master to be in charge;
- (b) It shall be an offence for any electrical contractor to have any electrical work performed by him when there is not in his employ a licensed electrical master to be responsible for the work whose name and address have been furnished to the Licence Administrator in writing;
- (c) It shall be an offence for an electrical master to carry on the work of an electrical master for more than one electrical contractor for the same period of time unless authorized in writing by the Chairman or Acting Chairman of the Trade Examining Board, for a maximum of 60 days, or by the Trades Licence Committee for a longer period;

- (d) It shall be an offence for any electrical contractor to perform or have performed any electrical work without employing a tradesperson holding a valid master's licence Certificate of Qualification issued by the Province of Ontario, to perform such work.
- 9.
- (a) The amount of the licence fee for a licence granted under this By-law shall be as set out in Schedule 1;
 - (b) The licence number issued to an electrical contractor by the Licence Administrator and the business name of the electrical contractor shall be displayed in any advertising by such person for that trade.

PLUMBING CONTRACTORS

PLUMBING MASTERS

SCHEDULE "3"

INTERPRETATION

1. In this Schedule,

- (a) "Plumbing Contractor" means a person engaged in the business of contracting with a member of the public or another contractor for the placing, installing, maintaining, repairing or replacing of any pipe, fixture or other device, equipment or facility of a plumbing system or in other plumbing work, and includes any person who solicits for plumbing work, and who in any way advertises, or holds himself out to the public, as doing or contracting to do plumbing work by himself or through another qualified person, or as being a plumbing contractor, and who has a regular place of business in Ontario;
- (b) "Plumbing Master" means a person who has been issued a Certificate of Qualification in the plumbing trade under the Apprenticeship and Tradesmen's Qualification Act and is aware of and knowledgeable in the general regulations under the Apprenticeship and Tradesmen's Qualification Act, and operates in a manner pursuant to the requirements required by the said Act and Regulations thereunder and is skilled in the planning, superintending and installing, maintenance and repair of plumbing equipment and who is familiar with the laws, rules and regulations governing the same, who has a regular place of business in Ontario and who, himself, or by journeyman tradesmen under his supervision performs the trade of plumber;
- (c) "Plumbing" includes any procedure, method, matter or thing referred to or described in the Plumbing Code, being Ontario Regulation 815/84 of The Revised Regulations of Ontario 1980, and amendments thereto from time to time; and plumbing work has a corresponding meaning;

- (d) "Plumbing Examining Panel" means the Panel of the Trades Examining Board appointed under the provisions of this By-law.

APPLICATION OF SCHEDULE

- 2. The provisions of this Schedule shall apply to all persons engaging in any plumbing occupations, as:
 - (a) Plumbing Contractor;
 - (b) Plumbing Master.

LICENCE REQUIREMENTS

- 3.
 - (a) No person shall carry on the business of a plumbing contractor without a plumbing contractor's licence issued pursuant to this By-law, entitling him so to do, and, is or has a licensed plumbing master in his employ;
 - (b) No person shall engage in the occupation of a plumbing master unless he is the holder of a current valid licence issued pursuant to this By-law entitling him so to do;
 - (c) Before commencing any work, or upon completion of the work, a form of written agreement (including an invoice or written firm estimate of work to be done), shall be entered into by a plumbing contractor with the person for whom the work is to be done, containing the name and address of the contractor and customer and an itemized price or firm estimate of the goods and services to be provided.

APPLICATION FOR LICENCE

- 4. Where the application is for a plumbing contractor's licence, the application shall include:
 - (a) The name and address of a licensed plumbing master who is employed by the plumbing contractor or the name of the person who has applied for a plumbing master's licence, the applicant contractor is also a master plumber;
 - (b) The business address of the plumbing contractor;

- (c) The name and address of the owner, partners or company officers responsible for the operation of the plumbing contractor's business;
- (d) The name of the Insurance Company providing the public liability and property damage coverage for the Plumbing Contractor and all tradespersons employed or retained by him, during the currency of the licence.

5. Where the application is for a plumbing master's licence, an application shall be made to the Licence Administrator and shall include:

- (a) The applicant's qualifications as outlined in the application form, evidence that he is the holder of a Certificate of Qualification as a plumber for a minimum of two years, and the address of his regular place of business in Ontario;
- (b) The address of the plumbing master's employer or one's own address if self-employed may be accepted to meet the requirements of having a regular place of business in Ontario if the employer is the holder of a plumbing contractor's licence under this By-law;
- (c) Every applicant for a plumbing master's licence may be required to be examined by the Plumbing Examining Panel of the Trades Examining Board as hereinafter constituted, touching his knowledge of the provisions of this By-law and of all relevant codes and standards relating to the planning and installation of plumbing systems and equipment used in connection therewith;
- (d) Before being examined, the applicant shall pay to the Regional Municipality, an examination fee as set out on Schedule "1" to this By-law and shall provide evidence that he is the holder of a Certificate of Qualification as a plumber for a minimum of two years;
- (e) No licence shall be issued under this By-law unless the results of the examination are satisfactory to the Plumbing Examining Panel;
- (f) The Plumbing Examining Panel of the Trades Examining Board shall not be required to receive or entertain any

application for an examination within a period of less than three months following the failure of the applicant to pass a previous examination for a similar licence.

PLUMBING EXAMINING PANEL OF TRADES EXAMINING BOARD

6. (a) The plumbing Examining panel shall consist of the following members appointed by Council:
 - (i) A Regional Trades Licence Inspector;
 - (ii) Two other persons qualified as master plumbers;
 - (b) Recommendations for members to the plumbing examining panel will be received by the Trades Licensing Committee from an official inspection agency operating under the authority of a Province of Ontario Act or a municipality or a plumbing trade organization in the Region of Hamilton-Wentworth;
 - (c) The members of the Plumbing Examining Panel shall hold office for the balance of the calendar year and the duration of the term of Regional Council for which they have been for cause, appointed and until their successors have been appointed, unless their appointment is terminated sooner, for cause, and shall receive such remuneration for their services as may be fixed by the Regional Council;
 - (d) It shall be the duty of the Plumbing Examining Panel to supply the results of every examination to the Chairman of Trades Examination Boards who shall notify the applicant and the Licence Administrator.
7. (a) Where a plumbing master licensed by a municipality referred to in Subsection (b) files with the Plumbing Examining Panel a certificate issued by such municipality that he has passed an examination for a plumbing master or other satisfactory evidence that he has held a licence as a plumbing master for a period of not less than two years and a letter from the licensing authority of that municipality that the applicant is in good standing, the plumbing examining panel shall not be required to examine the applicant and the Licence Administrator may issue a licence;
 - (b) For the purpose of this section, "municipality" means the following cities:

- | | |
|----------------|-------------------------|
| (i) Barrie | (vi) Metro Toronto |
| (ii) Cambridge | (vii) Sarnie |
| (iii) Kingston | (viii) Sault Ste. Marie |
| (iv) Kitchener | (ix) Thunder Bay |
| (v) London | (x) Windsor |

DISQUALIFICATION OF CONTRACTOR

8. (a) When the plumbing master whose name appears on a plumbing contractor's certificate is no longer regularly employed by the plumbing contractor, the contractor shall within three days notify the Regional Council in writing delivered to the Licence Administrator and furnish the Licence Administrator with the name and address of the master who will thenceforward be responsible, or with particulars of his arrangements pending the engaging of a master to be in charge;
- (b) It shall be an offence for any plumbing contractor to have any plumbing work performed by him when he is not or there is not in his employ a licensed plumbing master whose name and address have been furnished to the Licence Administrator in writing;
- (c) It shall be an offence for a plumbing master to carry on the work of a plumbing master for more than one plumbing contractor for the same period of time unless authorized in writing by the Chairman or Acting Chairman of the Trade Examining Board for a maximum of 60 days or by the Trades Licence Committee for a longer period;
- (d) It shall be an offence for a plumbing contractor to perform or have performed any plumbing work without employing a tradesperson holding a valid master's licence or Certificate of Qualification issued by the Province of Ontario, to perform such work.
9. (a) The amount of the licence fee for a licence granted under this Schedule shall be as set out in Schedule "1";

- (b) The licence number issued to a plumbing contractor by the Administrator of Licences or the business name of the plumbing contractor shall be displayed in any advertising by such person for that trade.

HEATING, AIR CONDITIONING, AND VENTILATION CONTRACTOR

- AND -

MASTER WARM AIR HEATING, AIR CONDITIONING AND VENTILATION INSTALLER

SCHEDULE "4"

INTERPRETATION

1. In this Schedule,

- (a) "Heating, Air Conditioning and Ventilating Contractor" means a person engaged in the business of contracting for the installation, maintaining, repairing, or replacing of warm air heating or cooling equipment or refrigeration or ventilation equipment and systems of any kind, and the distribution, piping and ductwork including the installation of oil tanks and oil and gas burners, and includes any person who solicits for heating or cooling work, and who in any way advertises, or holds himself out to the public, as doing or contracting to do heating or cooling work by himself or through another qualified person, or as being a heating, ventilating and refrigeration and cooling contractor, and who has a regular place of business in Ontario;

"Heating, Air Conditioning and Ventilating and Refrigeration" means the lay out, assembly, installation, repairs, and manufacturing in the field, any cooling or refrigeration or heating/cooling combination system for residential, commercial, institutional or industrial purpose and includes the manufacturing, fabrication, assembly, installation or service of a ferrous and non-ferrous sheet metal work and further includes the installation of piping that conveys gas or the tubing of any air handling system.

AS PART OF THIS INTERPRETATION

"AIR CONDITIONING" is interpreted to mean, by all definitions:

The simultaneous control of;

Temperature, (Heating, or cooling air)

Humidity, (humidifying or dehumidifying air)

Cleanliness, (Mechanical or Electronic air cleaning)

Air Motion, (The proper air distribution within a building with related fresh air) for comfort conditions.

- (b) "Master Warm Air Heating, Air Conditioning and Ventilation Installer" means a person who has been issued a Certificate of Qualification in the trade of Sheet Metal or Refrigerating, Air-Conditioning Mechanic or as a Steam Fitter or as an Oil Burner Mechanic or Gas Fitter under the Energy Act or can demonstrate knowledge of conformance to good engineering practices appropriate to the circumstances and acceptable to the Heating, Air Conditioning and Ventilation Panel as described in:

(i) The ASHRAE Handbooks as follows:

- (A) 1983 Equipment,
- (B) 1984 Systems,
- (C) 1985 Fundamentals, and
- (D) 1986 Refrigeration Systems and Applications,

(ii) the NFPA Fire Codes 1983,

(iii) the HRAI Digest 1980,

(iv) the Hydronics Institute Manuals 1982,

(v) the SMACNA Manuals, and

(vi) the American Conference of Governmental Industrial Hygienists Industrial Ventilation Manual, 17th Edition 1982;

- (c) "Heating, Air Conditioning, and Ventilation Examining Panel" means the examining board appointed by Regional Council under the provisions of Schedule "9" to this By-law.

APPLICATION OF SCHEDULE

2. The provisions of this Schedule shall apply to all persons engaging in any Heating, Air Conditioning, Refrigeration or Ventilation work as:
- (a) Heating, Air Conditioning, and Ventilation Contractor;
 - (b) Master Warm Air Heating, Air Conditioning and Ventilation Installer;
 - (c) The holder of a Certificate of Qualification under the Apprenticeship & Tradesmen's Qualification Act as a Refrigeration and Air Conditioning Mechanic, a Steam Fitter or Sheet Metal Worker, or qualified as an Oil Burner Mechanic or Gas Fitter under the Energy Act;
 - (d) Every licensee hereunder shall observe and comply with and be governed by this Schedule and all the provisions of the Tradesmen's Qualification and Apprenticeship Act and the Regulations thereunder related to the trade regulated under this Schedule.

LICENCE REQUIRED

3. (a) No person shall carry on the business of a Heating, Air Conditioning, and Ventilation Contractor, without a Contractor's licence under this By-law, entitling him so to do and has a licensed Master Warm Air Heating, Air Conditioning, and Ventilation installer in one or more of the trades mentioned in section 2(c) in his employ;
- (b) No person shall engage in the occupation of a Master Warm Air Heating, Air Conditioning, and Ventilation installer, unless he is the holder of a current valid licence under this schedule entitling him so to do in one or more of the trades mentioned in section 2 (c);
- (c) Before commencing any work, or upon completion of the work, a form of written agreement shall be entered into by a Heating, Air Conditioning, and Ventilation Contractor with the person for whom the work is to be done, containing the name and address of the buyer and seller and an itemized price or firm estimate of the goods and services to be provided;

- (d) Every person licensed under this By-law shall carry out only the trades work for which the licence was issued, unless such person has a licence for more than one of the several trades regulated under this Schedule, or unless the Statute or Regulations thereto, under which each person is licensed allows such work to be carried out.

APPLICATION FOR LICENCE

- 4. Where the application is for a heating, air conditioning, refrigeration and ventilation contractor's licence the application shall include:
 - (a) The name and address of a licensed master warm air heating, air conditioning, and ventilation installer who will be in the contractor's employ or the name of the person who has applied for a master heating, air conditioning and ventilation installer's licence;
 - (b) The business address of the heating, air conditioning and ventilation contractor;
 - (c) The name and address of the principals of the company responsible for the operation of the business;
 - (d) The name of the Insurance Company providing the public liability and property damage coverage for the Contractor and all tradespersons employed or retained by him, during the currency of the licence;
- 5. Where the application is for a Master Warm Air Heating, Air Conditioning and Ventilation installers licence, an application shall be made to the heating, air conditioning, and ventilation examining panel and shall include:
 - (a) The applicant's qualifications as outlined in the application form, and provide evidence that he has a minimum of two years experience in the field of heating, air conditioning, refrigeration and ventilation and that he is a holder of a Certificate of Qualification for a minimum of two years as a Refrigeration and Air Conditioning Mechanic, a Steam Fitter or Sheet Metal worker or qualified as an Oil Burner Mechanic or Gas Fitter under the Energy Act.

- (b) The address of the Master Warm Air Heating, Air Conditioning, and Ventilation installer, if self-employed, and the address of the Master installer and employer if employed by a contractor, may be accepted to meet the requirements of having a regular place of business in Ontario if the employer is the holder of a Heating, Air Conditioning, Refrigeration and Ventilation Contractor's licence under this By-law;
- (c) Every applicant for a Master Warm Air Heating, Air Conditioning, and Ventilation installer's licence, shall be examined by the Heating, Air Conditioning, Refrigeration and Ventilation Panel of the Trades Examining Board, as hereinafter constituted, touching his knowledge of the provisions of this By-law and of all relevant codes and standards relating to the planning and installation and repairs of ventilation, air conditioning and refrigeration systems and equipment used in connection therewith;
- (d) Before being examined, the applicant shall pay to the Administrator of Licences an examination fee as set out on Schedule "1" to this By-law and shall provide evidence that he has done the work he proposes to do, for a minimum of two years, and is the holder of a Certificate of Qualification in the applicable trade;
- (e) No licence shall be issued under this Schedule unless the results of the examination are satisfactory to the Examining Panel;
- (f) The Heating, Air Conditioning, and Ventilation Panel of the Board shall not be required to receive or entertain any application for an examination within a period of less than three months following the failure of the applicant to pass a previous examination for similar licence.

HEATING, AIR CONDITIONING AND VENTILATION EXAMINING PANEL

6. (a) The Heating, Air Conditioning, and Ventilation Examining Panel shall consist of the following members appointed by Council:
- (i) A Regional Trades Licence Inspector;
 - (ii) Two other persons qualified as Master Warm Air Heating, Air Conditioning, and Ventilation installers;
- (b) Recommendations for members of the Heating, Air Conditioning and Ventilation examining panel will be received by the Trades Licence Committee from an official inspection agency under the authority of a Province of Ontario Statute or a Municipal By-law or a Heating, Air Conditioning, Refrigeration and Ventilation trade organization in the Region of Hamilton-Wentworth;
- (c) The members of the Heating, Air Conditioning and Ventilation examining panel shall hold office for the balance of the term of Regional Council in which they have been appointed, unless their term is terminated sooner, for cause, and shall receive such remuneration for their services as may be fixed by the Regional Council;
- (d) It shall be the duty of the Heating, Air Conditioning, and Ventilation examining panel to supply the results of every examination to the Chairman of the Trades Examining Board who shall notify the applicant and the Licence Administrator.

DISQUALIFICATION OF CONTRACTOR

7. (a) When the Master Warm Air Heating, Air Conditioning, and Ventilation installer, whose name appears on a Heating, Air Conditioning, and Ventilation Contractor's certificate is no longer regularly employed and in actual charge of the work, the contractor shall within three days notify the Regional Council in writing delivered to the Administrator of Licences and furnish him with the name and address of the Master who will henceforward be in charge, or with particulars of his arrangements pending the engaging of a Master to be in charge of the Contractor's work;

- (b) It shall be an offence for any Heating, Air Conditioning, and Ventilation prime Contractor to have any Heating, Air Conditioning, Refrigeration and Ventilation work performed, and an offence for a contractor to do any Heating, Air Conditioning, Refrigeration and Ventilation work without a licensed Master Warm Air Heating, Air Conditioning and Ventilation installer to be responsible for the work and whose name and address have been furnished to the Administrator of Licenses in writing;
 - (c) It shall be an offence for a Master Warm Air Heating, Air Conditioning, and Ventilation installer to carry on the work of a Master Warm Air Heating, Air Conditioning, and Ventilation installer for more than one heating, air conditioning, refrigeration and ventilation contract for the same period of time unless authorized in writing by the Chairman or Acting Chairman of the Trades Examining Board for a maximum of 60 days or by the Trades Licence Committee for a longer period;
 - (d) It shall be an offence for any Heating, Air Conditioning, and Ventilation Contractor to perform or have performed any Heating, Air Conditioning, Refrigeration or Ventilation work without employing a tradesperson holding a valid Master's licence under this By-law, and a valid Certificate of Qualification issued by the Province of Ontario, to perform any such work.
- 8.
- (a) The amount of the licence fee for a licence granted under this Schedule shall be as set out in Schedule 1;
 - (b) The licence number issued to a Heating, Air Conditioning, and Ventilation Contractor by the Region or the business name of the Heating, Air Conditioning, and Ventilation Contractor shall be displayed in any advertising for that trade of such person.

DRAIN REPAIR CONTRACTORS

DRAIN INSTALLER MASTERS

SCHEDULE "5"

INTERPRETATION

1. In this Schedule,

- (a) "Drain Repair Contractor" means a person engaged in the business of contracting for the repairing, constructing or installing of drainage works or systems or who engages in the business of cleaning drains or contracting for installing weeping tile beds and septic tank systems, and includes any person who solicits for drain work and who in anyway advertises, or holds himself out to the public, as doing or contracting to do drain repair and installation work by himself or through another qualified person or as being a drainlayer contractor, and who has a regular place of business in Ontario;
- (b) "Drain Installer Master" means a person who supervises work for a drain contractor, who is skilled in the planning, superintending and performing of drain repair and installation work and who is familiar with the laws, rules and regulations governing the same, and who has a regular place of business in Ontario;
- (c) "Drain work" means and includes any work of drainlaying, weeping tile installing, septic tank installing, drain reconstruction or repairing, or removing tree roots or other obstructions from drains or private drain connections by mechanical or other means;
- (d) "Drain Repair Examining Panel" means the examining board appointed by Regional Council under the provisions of this By-law.

APPLICATION OF SCHEDULE

- 2. (a) The provisions of this Schedule shall apply to all persons engaging in any of the following drain work, namely:

- (i) Drain Repair Contractor;
- (ii) Drain Installer Master;
- (b) The provisions of this Schedule shall not apply to the performance by a plumber licensed hereunder and doing plumbing or drainage work or cast iron or other metal plumbing work outside a building or doing the installation of septic tanks.

LICENCE REQUIRED

- 3. (a) No person shall carry on the business of a drain repair contractor without a drain repair contractor's licence under this By-law, entitling him so to do and with a licensed drain installer master or a tradesperson experienced in drainlaying and repair in his employ who is in actual charge of the work;
- (b) No person shall engage in the occupation of a drain installer master unless he is the holder of a current valid licence issued pursuant to this By-law entitling him so to do;
- (c) Before commencing any work or upon completion of the work a form of written agreement shall be entered into by a drain repair contractor with the person for whom the work is to be done, containing the name and address of the buyer and seller and an itemized price or firm estimate of the goods and services to be provided.

APPLICATION FOR LICENCE

- 4. Where the application is for a drain repair contractor's licence, the application shall include:
 - (a) The name and address of a licensed drain installer master who will be responsible for the drain repair contractor's work or the name of the person who has applied for a drain installer master's license, in the event that the applicant contractor is also a master installer;
 - (b) The business address of the drain repair contractor;
 - (c) The name and address of the owner, partners or company officers responsible for the operation of the business;

- (d) The name of the Insurance Company providing the public liability and property coverage for the contractor and all persons employed or retained by him, during the currency of the licence.
5. Where the application is for a drain installer master's licence, an application shall be made to the examining board and shall include:
- (a) The applicant's qualifications as outlined in the application form, to include evidence that he has a minimum of two years experience in the field of drain installing and repair, and the address of his regular place of business in Ontario;
 - (b) The address of the drain installer master's employer may be accepted to meet the requirements of having a regular place of business in Ontario if the employer is the holder of a drain repair contractor's licence under this By-law.
- 6.
- (a) Every applicant for a drain installer master's licence shall be examined by the Drain Repairs Examining Panel of the Trades Examining Board as hereinafter constituted, touching his knowledge of the provisions of this By-law and of all relevant codes and standards relating to the planning and installation of drain systems and equipment used in connection therewith;
 - (b) Before being examined, the applicant shall pay to the Regional Municipality, an examination fee as set out in this By-law;
 - (c) No licence shall be issued under this Schedule unless the results of the examination are satisfactory to the examining panel;
 - (d) The Drain Repair Examining Panel of the Board shall not be required to receive or entertain any application for an examination within a period of less than three months following the failure of the applicant to pass a previous examination for a similar licence.

DRAIN REPAIR PANEL OF TRADES EXAMINING BOARD

7. (a) The drain repair examining panel shall consist of the following members appointed by Council:
- (i) A Regional Trades Licence Inspector;
 - (ii) Two other persons qualified as master drain installers or tradespersons experienced in drain laying and repair;
- (b) Recommendations for members to the Drain Repair Examining Board will be received by the Committee from an official inspection agency under the authority of a Province of Ontario Act or a municipality or a drain repair trade organization in the Region of Hamilton-Wentworth;
- (c) The members of the Drain Repair Examining Panel shall hold office for the balance of the calendar year in which they have been appointed and until their successors have for cause, been appointed, unless their term is terminated sooner, for cause, and shall receive such remuneration for their services as may be fixed by the Regional Council;
- (d) It shall be the duty of the Drain Repair Examining Panel to supply the results of every examination to the Chairman or Secretary of Examination Boards who shall notify the applicant and the Licence Administrator.

DISQUALIFICATION OF CONTRACTOR

8. (a) When the drain installer master whose name appears on a drain repair contractor's certificate is no longer regularly employed and responsible for the work, the contractor shall within three days notify the Regional Council in writing delivered to the Licence Administrator and furnish the Regional Council with the name and address of the master who will thenceforward be in charge, or with particulars of his arrangements pending the engaging of a master to be in charge;
- (b) It shall be an offence for any drain repair contractor to have any drain work performed when there is not responsible

for the work a licensed drain installer master or tradesperson experienced in the drainglaying and repair whose name and address have been furnished to the Administrator of Licences in writing;

- (c) It shall be an offence for a drain installer master to carry on the work of a drain installer master for more than one drain repair contract or for the same period of time unless authorized in writing by the Chairman or Acting Chairman of the Trade Examining Board for a maximum of 60 days or by the Trades Licence Committee for a long period.
9. (a) The amount of the licence fee for a licence granted under this Schedule shall be as set out in Schedule 1;
- (b) The licence number issued to a drain repair contractor by the Region or the business name of the drain repair contractor shall be displayed in any advertising for that trade of such person.

BUILDING REPAIRS CONTRACTORS

BUILDING REPAIRS MASTERS

SCHEDULE "6"

INTERPRETATION

1. In this Schedule,

- (a) "Building Repairs Contractor" means a person engaged in the business of carrying out repairs or renovations of buildings, and includes any person who solicits for such work or who in any way advertises or holds himself out to the public as doing or contracting to do building repairs by himself or by another qualified person or as being a building repairs contractor, and who has a regular place of business in Ontario;
- (b) "Building Repairs Master" means a person who is skilled in the planning and superintending of repairs and renovations of buildings and who is familiar with the laws, rules and regulations governing the same, and who has a regular place of business in Ontario;
- (c) "Building" means a structure consisting of a wall, roof and floor or any one or more of them, or a structural system serving the function thereof including all the works, fixtures, and service systems appurtenant thereto;
- (d) "Repairs and renovations" means to do anything in the erection, installation, extension or replacement of a part of a building and includes the installation of a building unit fabricated or moved from elsewhere;
- (e) "Building Repairs Examining Panel" means the examining board appointed under the provisions of this By-law.

APPLICATION OF SCHEDULE

2. The provisions of this Schedule shall apply to all persons engaging in building repairs and renovations, namely:
 - (a) Building Repairs Contractor;
 - (b) Building Repairs Master.

LICENCE REQUIREMENTS

3.
 - (a) No person shall carry on the business of a building repairs contractor without a building repairs contractor's licence under this By-law entitling him so to do and is or has a licensed building repair master in his employ who is in actual charge of the work;
 - (b) No person shall engage in the occupation of a building repairs master unless he is the holder of a current valid licence under this Schedule entitling him so to do;
 - (c) Before commencing any work or upon completion of the work, a form of written agreement (including a written firm estimate or detailed invoice of work and repairs to be done) shall be entered into by a building repairs contractor with the person for whom the work is to be done, containing the name and address of the buyer and seller and an itemized price or firm estimate of the goods and services to be provided.

APPLICATION FOR LICENCE

4. Where the application is for a building repairs contractor's licence, the application shall include:
 - (a) The name and address of a licensed master who will be responsible for the building repairs contractor's work or the name of the person who has applied for a building repairs master's licence, in the event that the master is also a contractor;
 - (b) The business address of the building repairs contractor;
 - (c) The name and address of the owner, partners or company officers responsible for the operation of the business;

- (d) The name of the Insurance Company providing public liability, and property damage coverage for the building repairs contractor and all persons employed or retained by him during the currency of his licence.
5. Where the application is for a building repairs master's licence, an application shall be made to the Building Repairs Examining Panel and shall include:
- (a) The applicant's qualifications as outlined in the application form, to include evidence that he has a minimum of two years experience in the field of building construction, and the address of his regular place of business in Ontario;
 - (b) The address of the master builder's employer may be accepted to meet the requirements of having a regular place of business in Ontario if the employer is the holder of a building repairs contractor's licence under this By-law;
 - (c) Every applicant for a building repairs master's licence shall be examined by the Building Repair Examining Panel of the Trades Examining Board as hereinafter constituted, touching his knowledge of the provisions of this By-law and of all relevant codes and standards and By-laws relating to the planning and installation of building systems and equipment used in connection therewith;
 - (d) Before being examined, the applicant shall pay to the Regional Municipality, an examination fee as set out in this By-law;
 - (e) No licence shall be issued under this Schedule unless the results of the examination are satisfactory to the examining panel or previous qualification for a licence under this Schedule is satisfactory to the examining panel;
 - (f) The Building Repairs Examining Panel shall not be required to receive or entertain any application for an examination within a period of less than three months following the failure of the applicant to pass a previous examination for a similar licence.

BUILDING REPAIRS PANEL OF THE TRADES EXAMINING BOARD

6. (a) The building repairs examining panel shall consist of the following members appointed by Council:
- (i) A Regional Trades Licence Inspector;
 - (ii) Two members qualified as building repair masters;
- (b) Recommendations for members to the building repairs examining panel will be received by the committee from an official inspection agency under the authority of a Province of Ontario Act or a municipality or a building trade organization in the Region of Hamilton-Wentworth;
- (c) The members of the Building Repairs Examining Panel shall hold office for the balance of the calendar year in which they have been appointed and until their successors have been appointed, unless their term is terminated sooner, for cause, and shall receive remuneration for their services as may be fixed by the Regional Council;
- (d) It shall be the duty of the Building Repairs Examining Panel to supply the results of every examination to the Chairman or Secretary of Examination Boards who shall notify the applicant and the Licence Administrator.

DISQUALIFICATION OF CONTRACTOR

7. (a) When the building repairs master whose name appears on a building repairs contractor's licence certificate is no longer regularly employed and responsible for the work, the contractor shall within three days notify the Regional Council in writing delivered to the Licence Administrator and furnish the Regional Council with the name and address of the master who will thenceforward be in charge, or with particulars of his arrangements pending the engaging of a master to be in charge;
- (b) It shall be an offence for any contractor to have any building and renovation work performed when there is not in actual charge of the work a licensed building repairs master whose name and address has been furnished to the Licence Administrator in writing;

- (c) It shall be an offence for a building repairs master to carry on the work of a building repairs master for more than one building repairs contractor for the same period of time unless authorized in writing by the Chairman or Acting Chairman of the Examining Boards for a maximum of 60 days or by the Trades Licence Committee for a longer period.
- 8.
- (a) The amount of the licence fee for a licence granted under this Schedule shall be as set out in Schedule 1;
 - (b) The licence number issued to a building repair contractor by the Region or the business name of the building repair contractor shall be displayed in any advertising for that trade of such person.

SCHEDULE "7"

ADMINISTRATOR OF LICENCES

STEVEN DEMBE

Address of Administrator of Licences
71 Main Street West,
City Hall
Second Floor
HAMILTON, Ontario
L8N 3T4

SCHEDULE "8"

TRADES LICENCE INSPECTORS AND
REGIONAL BY-LAW ENFORCEMENT OFFICERS
presently appointed as Area Municipal
Trades Licence Inspectors

Designated as Regional Trades Licence Inspectors and
Regional By-law Enforcement Officers under Section 6(d)
of By-law No.

CITY OF HAMILTON

Paul J. Kuppe	William Pooler	Gerald Farrell
Leonard C. King	John Spolnik	Jim Finlay
Brian D. Allick	Bernardo Agro	David Gibson
Larry W. Harvey	Brian Baxter	Peter Gobbo
Robert H. Bradshaw	William Baxter	Rae Ilton
Douglas Clark	Bauwe Bethlehem	John Ivezic
Alex Fedora	Donald Bodnar	Steven Kuczerepa
Charles Hewitt	George Bowring	Howard MacMillan
Donald Inglis	Italo Dominic	Rex Mansell
George Korz	Russell J. Dorr	Morris Marsalla
Bryan Moon	Michelle Oproiu	Michael Reilly
Michael Roberts	Michael Shepherd	John Thomas
John Walker	Sylvia Bishop	Gail Nolan
Sandra Tucker		

CITY OF STONEY CREEK

H. Dekker	Peter Hayes	Gary Osmond
Mike Cusick	Rob Milligan	John Tutert
Jack de Roos	Frank Zabukovec	John Lane

TOWN OF DUNDAS

Douglas Hardie	Albert McGurk	John Birchall
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TOWN OF ANCASTER

Bill Oliver	Paul Jeppesen	Ed VanderWindt
Ernest Taylor		

TOWN OF FLAMBOROUGH

Len Gray	Stuart Young	Peter Vander Beek
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TOWNSHIP OF GLANBROOK

Harry Kooyman

SCHEDULE "9"

TRADES EXAMINING BOARD

Chairman - Brian D. Allick

Regional Council shall by Resolution appoint the Chairman and fifteen members of the Board representing each of the five trades regulated under this By-law to sit as Panels of three persons each, for the purpose of assessing the qualifications, competence and eligibility of tradespersons to be licensed hereunder and Contractors and Masters applying for licences under this By-law and Schedules.

Each Trades Panel shall consist of three members, being an Area Municipal Trades Licence Inspector and two members qualified under this By-law as Masters of the trades regulated under this By-law, save in respect of the Electrical Panel which will consist of an employee of Ontario Hydro and two clerical masters licensed under this By-law.

Each of the members of the Board shall hold the position on the Board for the term of the Regional Council at the time of their appointment. The appointments to the Board may be renewed by Regional Council by Resolution for the term of the Council or replaced by new appointees by Resolution of the Council.

SCHEDULE "10"

REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

CONSTRUCTION TRADES LICENCE/EXAMINATION APPLICATION

PLEASE PRINT CLEARLY- CHECK TYPE OF LICENCE

<u>MASTER</u>	Electrical	()	Building Repair	()
	Plumbing	()	Warm Air Heating, Ventilation,	
	Drainlayer	()	Refrigeration and Air Conditioning	()

<u>Surname</u>	<u>Given Names</u>	<u>Home Phone Number</u>	<u>Date of Birth</u>
<u>Home Address</u>	<u>City</u>	<u>Postal Code</u>	
<u>Place of Business</u>	<u>City</u>	<u>Postal Code</u>	
<u>Employer's Name</u>		<u>Phone Number</u>	
<u>Trade Certificate of Qualification Number</u>		<u>Number of Years Certified</u>	<u>Years of experience</u>

Have you written a Master's examination previously Yes () No ()

If yes, location and date:

Have you ever had a trade licence revoked? Yes () No ()

If yes, location and date:

<u>CONTRACTOR</u>	Electrical	()	Building Repair	()
	Plumbing	()	Heating, Ventilation, Refrigeration	
	Drainlayer	()	and Air Conditioning	()

<u>Surname</u>	<u>Given Names</u>	<u>Home Phone Number</u>
<u>Home Address</u>	<u>City</u>	<u>Postal Code</u>
<u>Business Name</u>	<u>Business Phone Number</u>	
<u>Business Address</u>	<u>City</u>	<u>Postal Code</u>
<u>Name of Insurance Company</u>	<u>Amount of Insurance Liability:</u>	<u>Property Damage:</u>
<u>Name of Master in your employ</u>	<u>Is application being made on behalf of a Company</u>	
	Yes () No ()	
<u>Registration with Minister of Energy</u>	Yes () No ()	
<u>List names, addresses of Principals of Company</u>		

1. Name Address Position Held

2. Name Address Position Held

Is your business registered under the Consumer Protection Act as an Itinerant seller? Yes () No ().

Registration number:

Is your business registered with the Ministry of Consumer & Commercial Relations? Yes () No ()

Expiry date

I, _____ of the _____ of _____, do solemnly declare that I am in the Regional Municipality of _____, do solemnly declare that I am the full age of 18 years and that the statements herein contained in the said application are true and made with full knowledge of the circumstances of their being made. And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the City of Hamilton,)
in the Regional Municipality of Hamilton-)
Wentworth, this _____ of _____)
19 _____

A Commissioner, etc.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R89-166

to amend By-law R88-136 being a by-law to examine, licence, regulate and govern TRADESPERSONS carrying on or engaged in certain trades in the Regional Municipality of Hamilton-Wentworth.

WHEREAS the Regional Legislation and Reception Committee is designated as the Trades Licence Committee responsible for hearing persons on all questions of the issue, refusal to issue, revocation, suspension or renewal of licences under the Regional Trades Licensing By-law R88-136, for the purposes of a hearing to be held pursuant to the provisions of Section 20 of By-law R88-136 of the Regional Municipality of Hamilton-Wentworth and Section 106 of the Municipal Act, R.S.O. 1980, Chapter 302, and

WHEREAS it is expedient to constitute the Trades Licence Committee as a tribunal composed of three members in order to proceed with the timely setting of dates for such hearings,

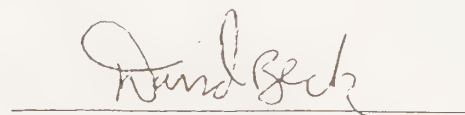
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That section 20 of By-law R88-136 of the Regional Municipality of Hamilton-Wentworth being a by-law to examine, licence, regulate and govern tradespersons carrying on or engaged in certain trades in the Regional Municipality, be amended by adding the following clause:
 - (f) The Trades Licence Committee shall be comprised of three (3) members being the Chairman, Vice-Chairman or Acting Chairman of the Legislation and Reception Committee, together with any two (2) other members of the Legislation and Reception Committee for the purposes of a hearing held pursuant to the provisions of clause (b).

Approved
as to form
MP
Regional
Solicitor

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THIS 19th day of September, 1989.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R89-191

BILL NO. 1604

Being a By-law to revise the Trades Licensing Fees
by repealing Schedule 1 of By-law R88-136 and
making the substitutions therefor

WHEREAS Regional Council did approve Item 2.16 of Report 14-89 of the Finance and Personnel Committee at its meeting on November 21, 1989 and did hereby authorize as follows:

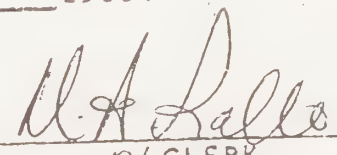
1. That effective January 1, 1990, the existing Trades License fees be increased by a factor of 5.5% rounded to the nearest dollar.
2. That Schedule 1 of the Trades License By-law be amended to reflect the increase in rates.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That the Trades License fees in Schedule 1 of Regional By-law R88-136 be repealed and replaced with the attached Schedule 1.
2. That these amendments will come into effect on January 1, 1990.
3. In all other aspects the contents of By-law R88-136 as amended are hereby confirmed unchanged.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THE
21st DAY OF November 1989.


CHAIRMAN


D/ CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "1"

ANNUAL FEES FOR LICENSES

	<u>1989 Fee Payable</u>	<u>1990 Fee Payable</u>
Building Repair Contractor	\$150.00	\$158.00
Master Building Repairer	\$ 75.00	\$ 79.00
Drain Repair Contractor	\$150.00	\$158.00
Master Drain Installer	\$ 75.00	\$ 79.00
Electrical Contractor	\$150.00	\$158.00
Master Electrician	\$ 75.00	\$ 79.00
Heating, Air-Conditioning and Ventilation Contractor	\$150.00	\$158.00
Master Warm Air Heating, Air-Conditioning and Ventilation Installer	\$ 75.00	\$ 79.00
Plumbing Contractor	\$150.00	\$158.00
Master Plumber	\$ 75.00	\$ 79.00
Renewal of License -		
All Contractors, each	\$150.00	\$158.00
All Master, each	\$ 75.00	\$ 79.00
Licensing Examining Board Examination	\$ 25.00	\$ 26.00
Replacement of License	\$ 2.00	\$ 2.25

Date of Expiry in each year is December 31st.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R90-025

Being a By-Law to amend Regional By-law R88-136
to allow for the appointment of alternate
members of the Trades Examining Board

WHEREAS it is convenient to provide for the appointment of alternate members of the Trades Examining Board established under Regional By-Law R88-136, in order to allow for the constitution of panels of three members each, to make findings concerning the competence of Contractors and Masters and other tradespersons in the trades and occupations regulated under the said By-Law, and to provide for the expeditious constitution of such panels in circumstances in which a regular member of a panel may not be available;

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The first paragraph of Schedule "9" of Regional By-law R88-136 is repealed and replaced by the following:

"Regional Council shall by resolution appoint the Chairman and fifteen regular members and up to ten alternate members of the Board, representing each of the five trades regulated under this By-Law, to sit as panels of three members each, for the purpose of assessing the qualifications, competence and eligibility of tradespersons to be licensed hereunder, and Contractors and Masters applying for licences under this By-Law and Schedules."

2. The members of the Trades Examining Board appointed by Regional Council on November 1, 1988, Report 11-88, Item 7 of the Legislation and Reception Committee shall be deemed to be regular members of the Board, save and except for the Electrical Panel, which shall be as follows:

Electrical Panel

Mr. Donald Langdon
Mr. Donald MacIntyre
Mr. Harold Cooper

Alternate member: Mr. Earl Sanders

The other members of the Examining Panel shall remain as follows:

Building Repair

Mr. Helmut Kaut
Mr. George Korz
Mr. Peter Van Derbeek

Plumbing

Mr. Michael Holm
Mr. Harley Allison
Mr. Charlie Hewitt

Heating, Air Conditioning and Ventilation

Mr. Rick Taffs
Mr. John Skinner
Mr. David Gibson

Drain Repair

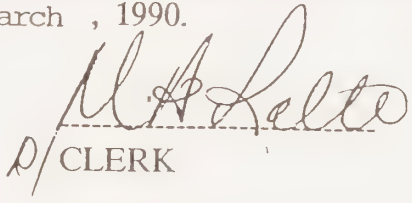
Mr. Larry Groves
Mr. John Birchall
Mr. John Walker

Chairman

Mr. Brian D. Allick

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND
ENACTED THE 6th DAY OF March , 1990.


CHAIRMAN


CLERK

Approved
as to form

Legal
Services

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

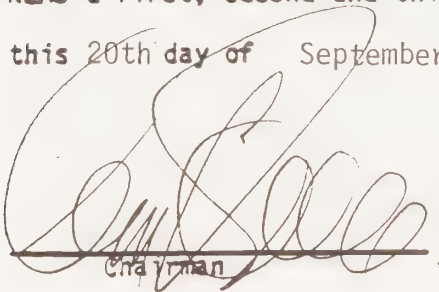
BY-LAW NO. R 88-137

BEING A BY-LAW TO ADOPT AMENDMENT NO. 38 TO THE OFFICIAL PLAN FOR THE HAMILTON-WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO. R 88-137.

The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 17 and 21 of The Planning Act, 1983, S.O. 1983, Ch. 1, hereby enacts as follows:

1. THAT the text attached hereto and so designated is hereby adopted as Amendment No. 38 to the Official Plan for the Hamilton-Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 38 to the Official Plan for the Hamilton-Wentworth Planning Area, to the Minister of Municipal Affairs for approval.
3. THAT the Official Plan attached to and forming part of By-Law No. R80-094 is hereby amended by adding thereto the text attached hereto.
4. THAT this By-Law shall come into force and take effect on the day of its final passing.

READ a first, second and third time and finally passed and enacted
this 20th day of September , 1988.


Chairman

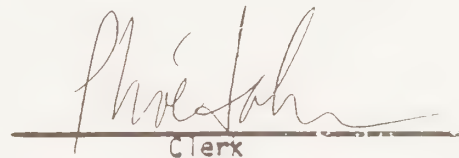

Clerk

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THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

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APPROVAL PAGE OF THE MINISTER OF MUNICIPAL AFFAIRS

PART II

PREAMBLE

1.

TITLE

2.

COMPONENTS OF THIS AMENDMENT

3.

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THE AMENDMENT

1.

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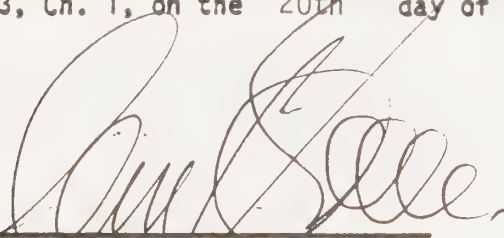
THE APPENDIX

PART 1 THE CERTIFICATION

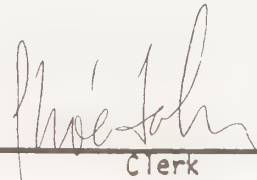
AMENDMENT NO. 38

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 38 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-137 in accordance with Section 17 of The Planning Act, 1983, S.O. 1983, Ch. 1, on the 20th day of September 1988.



Chairman



Clerk

PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 38 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment", comprising the attached text, constitutes Amendment No. 38 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

To amend the text of the Hamilton-Wentworth Official Plan by adding a site specific policy to Section 3.5, which will permit the development of a Community Centre/Municipal Recreation Complex within the "Escarpment Rural Area" in the Town of Ancaster

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment, comprising 18.6 hectares (46 acres), are located on the north side of Jerseyville Road being Part of Lots 38 and 39, Concession 2 in the Town of Ancaster, as outlined in the Appendix attached to this Amendment.

5. BASIS OF THE AMENDMENT

The development of a Community Centre/Municipal Recreation Complex in the proposed location is considered appropriate by Regional Council for the following reasons:

- o the location of existing recreational facilities (i.e. Aquatic Centre) across Jerseyville Road at Ancaster High and Vocational School which will create a focal point for municipal recreational facilities.
- o the lack of suitable sites in the Urban Area.
- o the isolated nature of the subject site from agricultural activity.

PART III - THE AMENDMENT

1. INTRODUCTION

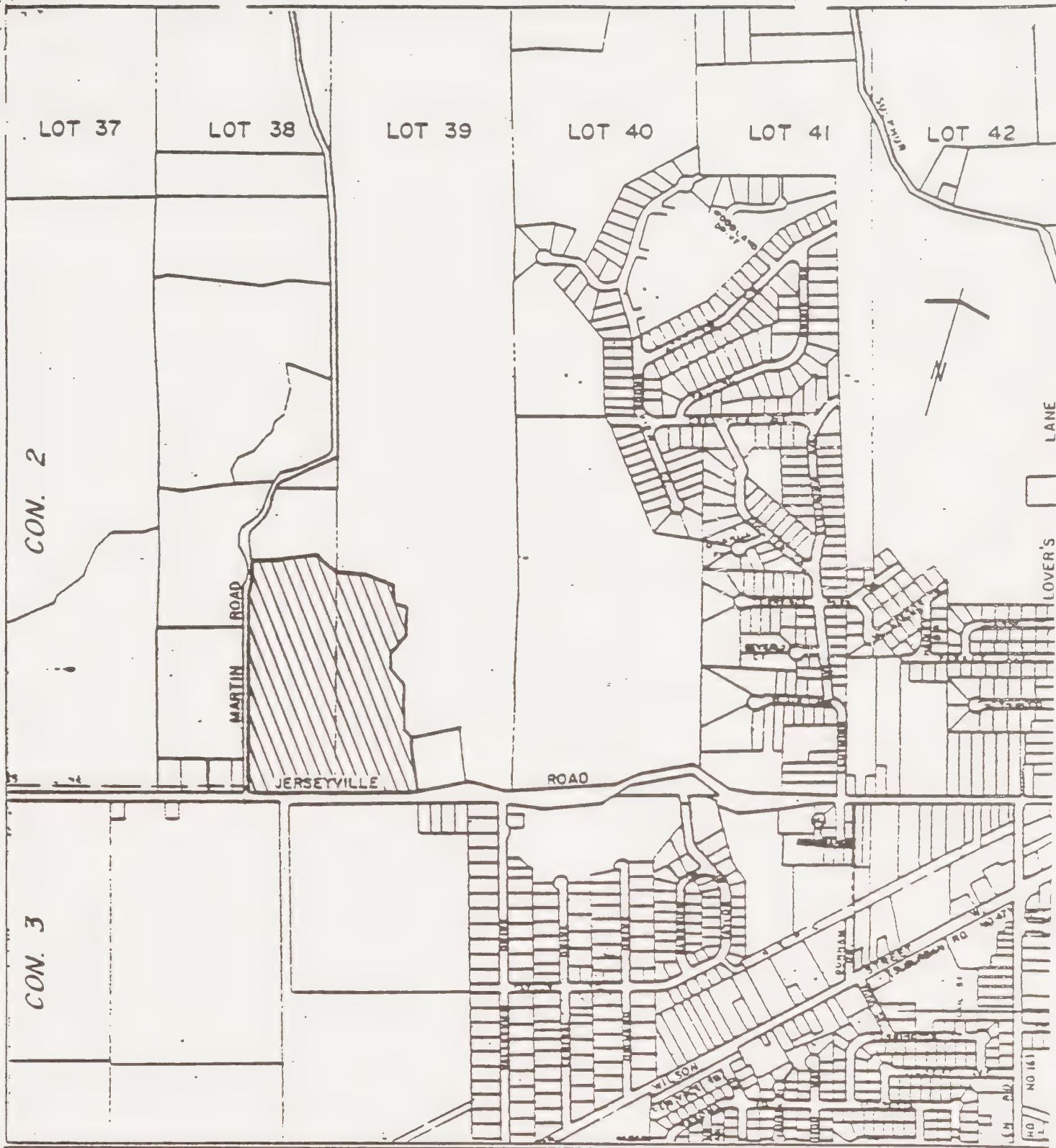
The whole of this part of the document entitled "PART III - The Amendment" which consists of the following text constitutes Amendment No. 38 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. TEXT CHANGE

The Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area is amended by adding to Section 3.5 of the Hamilton-Wentworth Official Plan, the following policy:

"3.5.4 Notwithstanding Policy 3.5.3, a Community Centre/Municipal Recreation Complex may be permitted on a 18.6 hectares (46 acres) parcel of land located on the north side of Jerseyville Road being part of Lots 38 and 39, Concession 2, in the Town of Ancaster. Appropriate setbacks from the top of the Escarpment for any structures and/or recreational facilities shall be established by the Town of Ancaster, Niagara Escarpment Commission and Hamilton Region Conservation Authority.

PART IV



Legend :



AREA AFFECTED BY AMENDMENT NO. 38

APPENDIX
TO AMENDMENT NO. 38
OF THE HAMILTON-WENTWORTH
OFFICIAL PLAN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R 88-138

BEING A BY-LAW TO ADOPT AMENDMENT NO. 39 TO THE OFFICIAL PLAN FOR THE HAMILTON WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO. R88-138.

The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 17 and 21 of The Planning Act, S.O. 1983, Ch. 1, hereby enacts as follows:

1. THAT the text attached hereto and so designated is hereby adopted as Amendment No. 39 to the Official Plan for the Hamilton Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 39 to the Official Plan for the Hamilton-Wentworth Planning Area, to the Minister of Municipal Affairs for approval.
3. THAT the Official Plan attached to and forming part of By-Law No. R80-094 is hereby amended by adding thereto the text attached hereto.
4. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ a first, second, and third time and finally passed and enacted

this 20th day of September, 1988.

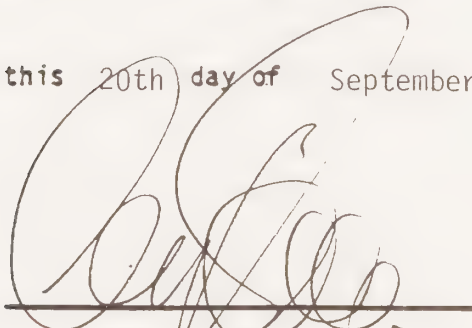

Chairman
Clerk

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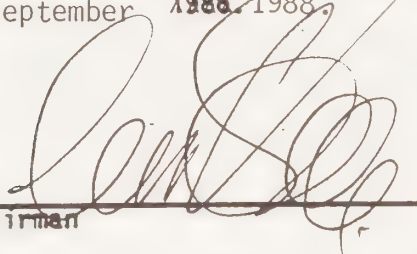
PART I	THE CERTIFICATION
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	APPROVAL PAGE OF THE MINISTER OF MUNICIPAL AFFAIRS
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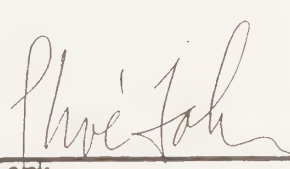
PART 1 THE CERTIFICATION

AMENDMENT NO. 39

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 39 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, consisting of the explanatory text was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-138 in accordance with Section 17 of the Planning Act, S.O. 1983. Ch. 1, on the 20th day of September ~~1986~~ 1988.


Chairman


Clerk

PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 39 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "Part III - The Amendment", comprising the text, constitutes Amendment No. 39 to the Region of Hamilton-Wentworth official Plan, Hamilton-Wentworth Planning Area.

3. PURPOSE OF THIS AMENDMENT

This Amendment is intended to facilitate the severance of a 5 acre residential lot from a 76 acre property by exempting the lands from the requirements of Sections 3 and 6 of the Hamilton-Wentworth Official Plan.

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment are located on the north side of Millgrove Road, approximately 1/4 mile west of Brock Road, being part of Lot 5, Concession 5, in the former Township of West Flamborough, now in the Town of Flamborough. The site is shown on the attached appendix M^a being Part IV of this Amendment.

5. BASIS OF THIS AMENDMENT

The exemption of this property from Sections 3 and 6 of the Hamilton-Wentworth Official Plan will allow the creation of a 5 acre residential lot. Regional Council considered that the proposed severance is appropriate and suitable. Further, the proposal will not impact agricultural activity in the area.

PART III - THE AMENDMENT

1. INTRODUCTION

The whole of this part of the document entitled Part III - The Amendment, which consists of the following text constitutes Amendment No. 39 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. TEXT CHANGE

The Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area is amended by adding to Section 3 of the Plan, the following policy:

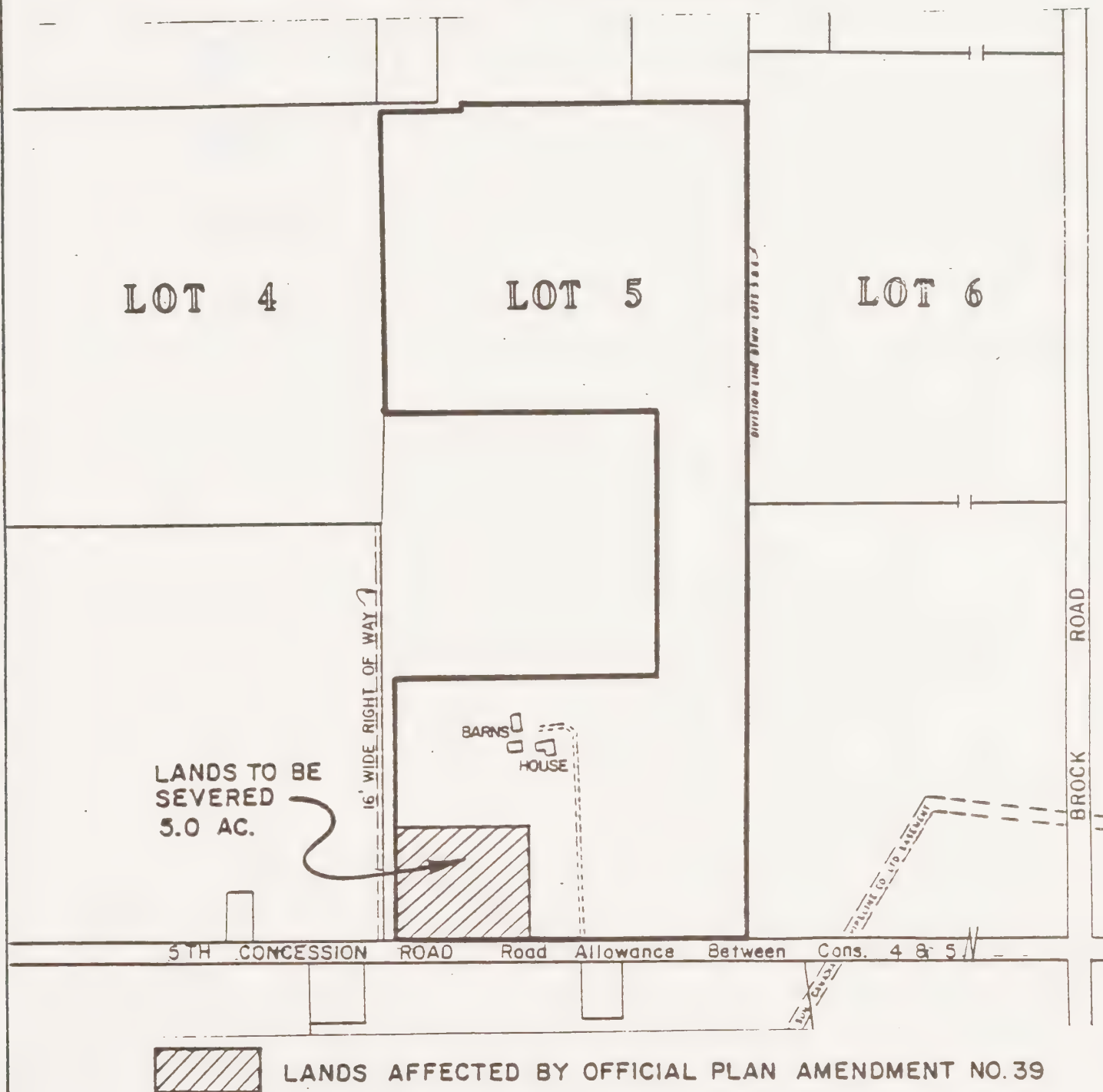
- 3.1.13 Notwithstanding the provisions of Sections 3 & 6 of the Plan, one residential lot of a maximum of 5 acres may be created from a 76 acre parcel on the north side of Millgrove Road being part of Lot 5, Concession 5, in the former Township of West Flamborough, now in the Town of Flamborough.

PART IV
THE APPENDIX

APPENDIX MAP NO. 1
TO AMENDMENT NO. 39
TO THE REGION OF HAMILTON - WENTWORTH OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA



PLAN SHOWING
PART OF LOT 5 - CON. 5
TOWNSHIP OF WEST FLAMBOROUGH
NOW IN THE
TOWN OF FLAMBOROUGH



THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

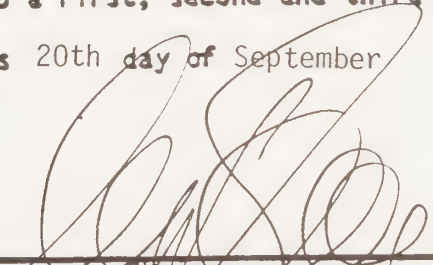
BY-LAW NO. R 88-139

BEING A BY-LAW TO ADOPT AMENDMENT NO 36 TO THE OFFICIAL PLAN FOR THE HAMILTON-WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO.R 88-139.

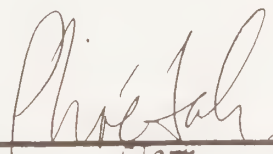
The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Section 17 and 21 of The Planning Act, 1983, S.O. 1983, Ch. 1, hereby enacts as follows:

1. THAT the schedule attached hereto and so designated is hereby adopted as Amendment No. 36 to the Official Plan for the Hamilton-Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 36 to the Official Plan for the Hamilton-Wentworth Planning Area.
3. THAT the Official Plan attached to and forming part of By-law No. R80-094 is hereby amended by adding thereto the schedule attached hereto.
4. THAT this By-law shall come into force and take effect on the day of its final passing.

READ a first, second and third time and finally passes and enacted
this 20th day of September, 1988.



Chairman



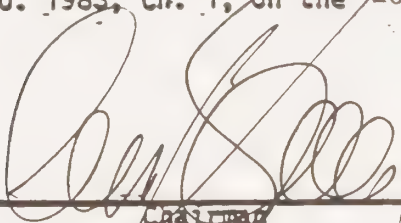
Clerk

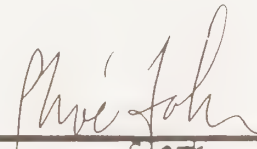
PART 1 THE CERTIFICATION

AMENDMENT NO. 36

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 36 to the Region of Hamilton Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text and schedule, was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-139 in accordance with Section 17 of The Planning Act, 1983, S.O. 1983, Ch. 1, on the 20 day of September 1988.



Chairman

Clerk

PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 36 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment", comprising the attached schedule, constitutes Amendment No. 36 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

To add a proposed arterial road from Barton Street to Tapleytown Road, in Stoney Creek on Map No. 5 - Transportation, to allow for the establishment of a transportation access to provide an access crossing the Niagara Escarpment.

4. LOCATION OF THE AMENDMENT

The corridor will follow the existing alignment of Fruitland Road from the Q.E.W. southerly to Barton Street at which point the corridor will be located approximately 800' to the east of Fruitland Road to the base of the escarpment where it would ascend the escarpment on an oblique angle joining Tapleytown Road south of Ridge Road in the City of Stoney Creek.

5. BASIS OF THE AMENDMENT

Regional Council has determined that it is necessary to identify a future roadway to provide transportation service across the escarpment from lower to upper Stoney Creek.

The designation is necessary to protect lands for the future roadway and to provide public documentation that the roadway may be established in the future.

Identification of the roadway will not preclude other associated approvals (i.e. Environmental Assessment) which are required to allow for its construction.

PART III - THE AMENDMENT

1. INTRODUCTION

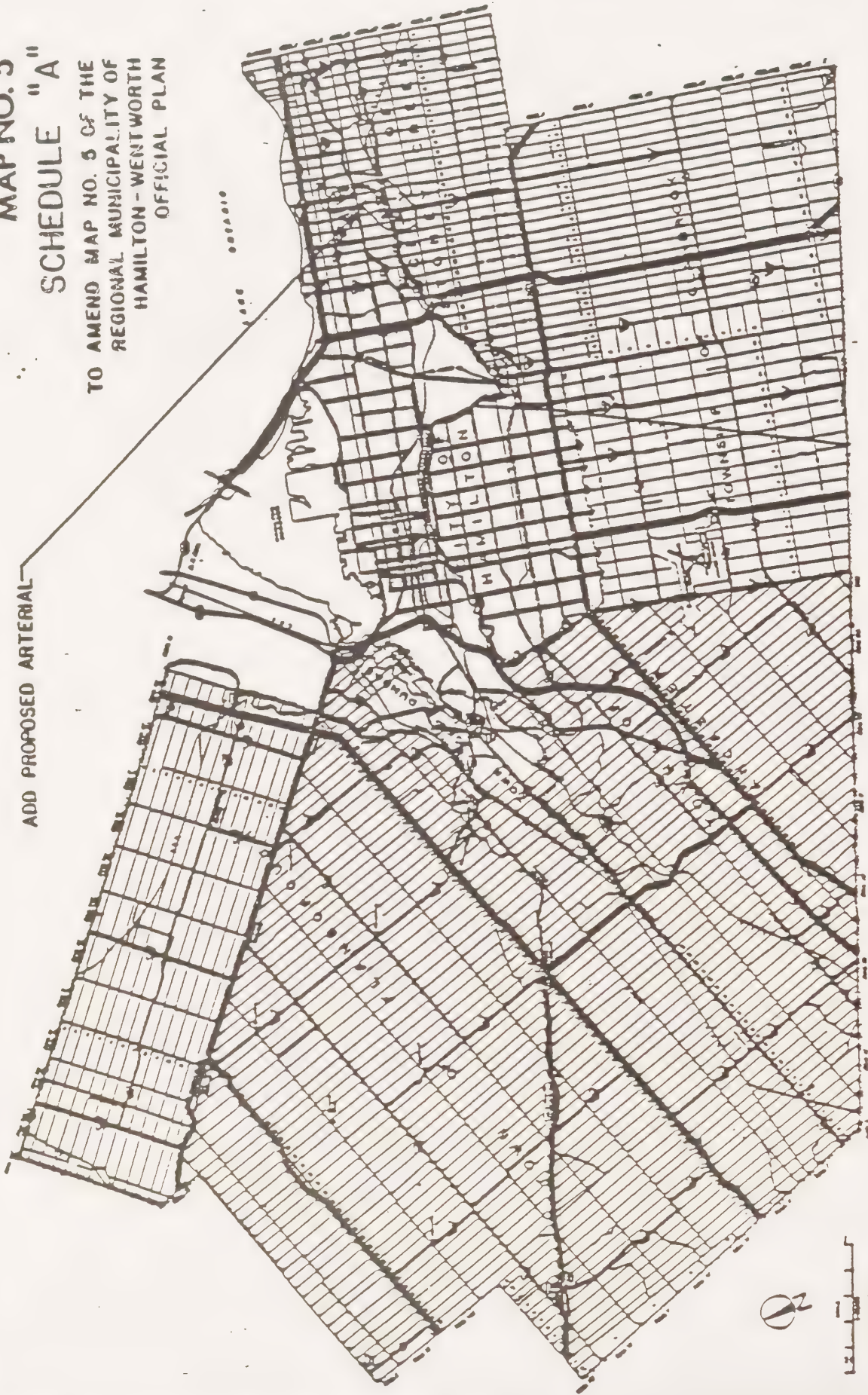
The whole of this part of the document entitled "PART III - The Amendment", which consists of the following schedule constitutes Amendment No. 36 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. DETAILS OF THE AMENDMENT

Map No. 5 - Transportation, a portion of which is attached hereto as schedule "A", is hereby amended by adding the "proposed arterial road" as shown.

MAP NO. 5
SCHEDULE "A"
TO AMEND MAP NO. 5 OF THE
REGIONAL MUNICIPALITY OF
HAMILTON - WENTWORTH
OFFICIAL PLAN

ADD PROPOSED ARTERIAL

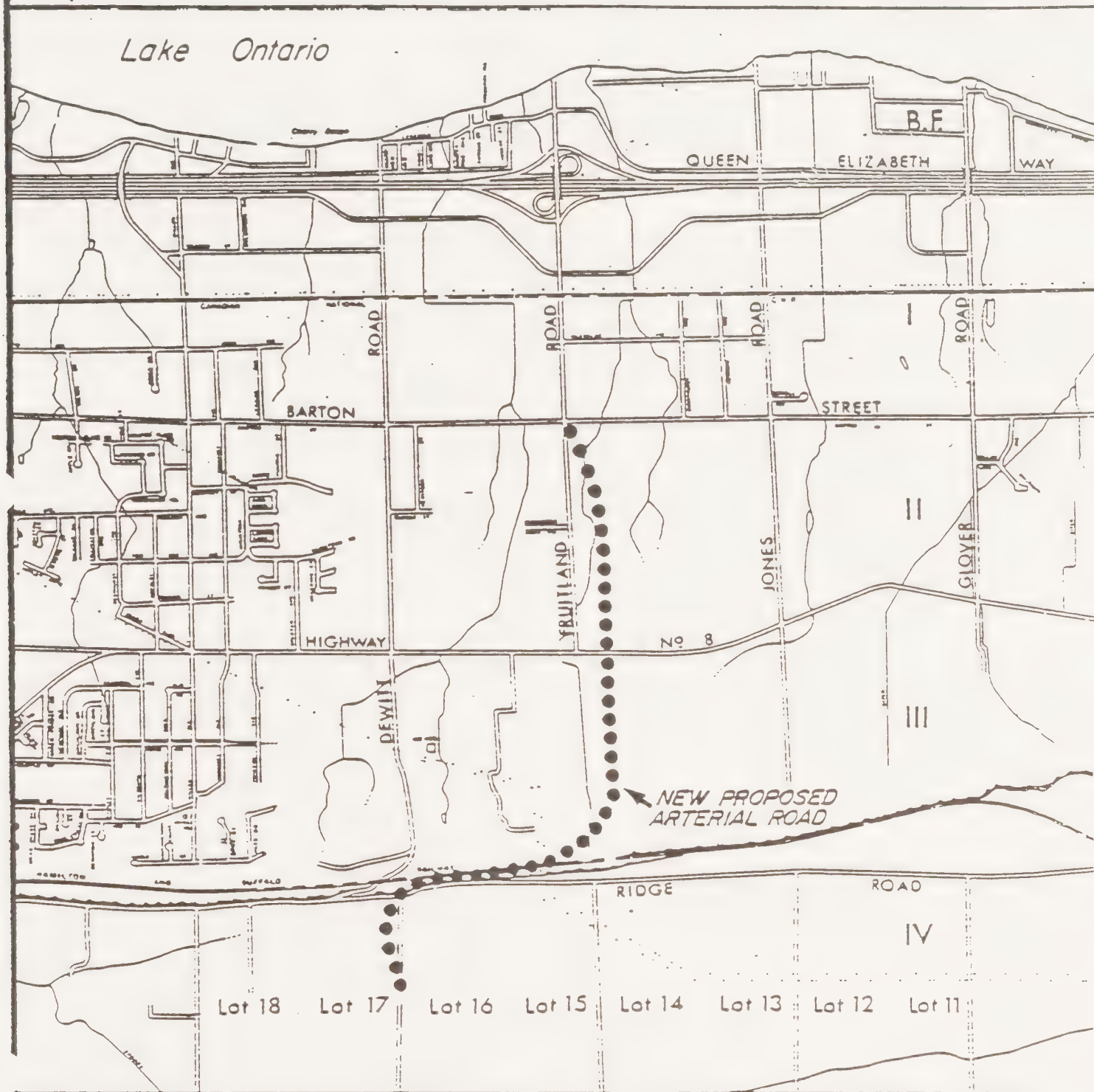


TRANSPORTATION

LEGEND

- EXISTING PROPOSED
- REGIONAL HIGHWAY
- ARTERIAL

APPENDIX MAP
TO AMENDMENT N° 36
TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA
Plan Showing Part Of Lots 14 To 17 - Cons. 2 To 4
City Of Stoney Creek



PROPOSED AMENDMENT TO MAP N° 6 - TRANSPORTATION
HAMILTON-WENTWORTH OFFICIAL PLAN

PART IV

THE APPENDIX

BILL NO. 1325

Bill No.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

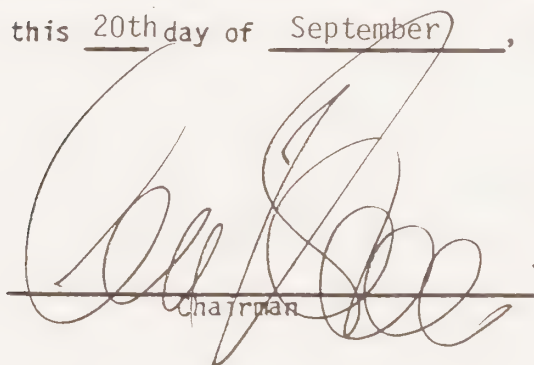
BY-LAW NO. R88-140

BEING A BY-LAW TO ADOPT AMENDMENT NO. 37 TO THE OFFICIAL PLAN FOR THE HAMILTON-WENTWORTH PLANNING AREA ATTACHED TO AND FORMING PART OF REGIONAL BY-LAW NO. R 80-094

The Council of the Regional Municipality of Hamilton-Wentworth in accordance with the provisions of Sections 17 and 21 of The Planning Act, 1983, S.O. 1983, Ch.1, hereby enacts as follows:

1. THAT the text attached hereto and so designated is hereby adopted as Amendment No. 37 to the Official Plan for the Hamilton-Wentworth Planning Area.
2. THAT the Clerk of the Region is hereby directed to forward Amendment No. 37 to the Official Plan for the Hamilton-Wentworth Planning Area, to the Minister of Municipal Affairs for approval.
3. THAT the Official Plan attached to and forming part of By-Law No. R80-094 is hereby amended by adding thereto the text attached hereto.
4. THAT this By-Law shall come into force and take effect on the day of its final passing.

READ a first, second and third time and finally passed and enacted
this 20th day of September, 1988.


Chairman


Clerk

25-CP 0010-087-6

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PART II	PREAMBLE
1.	TITLE
2.	COMPONENTS OF THIS AMENDMENT
3.	PURPOSE
4.	LOCATION
5.	BASIS

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1.	INTRODUCTION
2.	DETAILS OF THE AMENDMENT
3.	SCHEDULES "A", "B", "C" AND "D"

Amendment Number 37
to the
Official Plan
for the
Regional Municipality of Hamilton-Wentworth

This amendment to the Official Plan for the
Regional Municipality of Hamilton-Wentworth, which
has been adopted by the Council of the Corporation
of the Regional Municipality of Hamilton-Wentworth,
is hereby approved pursuant to Sections 17 and 21
of the Planning Act, S.O. 1983, as Amendment Number
37 to the Official Plan for the Regional
Municipality of Hamilton Wentworth.

Date: 1990-08-03 Diana Jardine

Diana L. Jardine, M.C.I.P.
Director
Plans Administration Branch
Central and Southwest

PART I

PART 1 THE CERTIFICATION

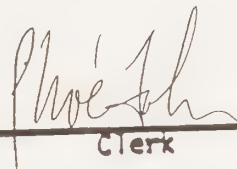
AMENDMENT NO. 37

By-law R88-140

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 37 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text and schedules, was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-140 in accordance with Section 17 of the Planning Act, 1983, S.O. 1983, Ch. 1, on the 20th day of September 1988.


Chairman


Clerk

PART II

PART II THE PREAMBLE

1. TITLE

This amendment shall be known as Amendment No. 37 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment" comprising the attached schedules constitutes Amendment No. 37 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

The Amendment is intended to bring into conformity, the Hamilton-Wentworth Official and the Flamborough Official Plan. The changes required are:

- i) The re-designation of certain lands from "Industrial-Business Parks" and "Rural Areas" to "Urban Policy Areas - Residential and Related Uses" on Map No. 1, the Regional Development Pattern;
- ii) To add certain lands to the "Stage I" designation on Map No. 6, the Staging of Development;
- iii) To delete certain lands from the "Escarpment and Protection Area" on Map No. 8, the "Niagara Escarpment and Plan Areas in the Rural Policy Areas of Hamilton"; and,
- iv) To add certain lands as "Urban Area" on Map No. 10(b), the "Niagara Escarpment Plan Area in the Urban Policy Areas of Hamilton-Wentworth".

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment comprise approximately 14 hectares (35 acres) and are located on the south side of Highway No. 5, being part of Lot 11, Concession 3, in the former Township of East Flamborough, now in the Town of Flamborough.

5. BASIS OF THE AMENDMENT

The Amendment will clarify the easterly boundary of the Clappison's Corner "Industrial-Business Park" and provide for a consistent urban area pattern south of Highway No. 5 for the Waterdown Urban Area.

PART III

PART III THE AMENDMENT

1. INTRODUCTION

The whole of this part of the document entitled "PART III - The Amendment", which consists of the following schedules constitutes Amendment No. 37 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. DETAILS OF THE AMENDMENT

- a) Map No. 1 - The Regional Development Pattern, a portion of which is attached hereto as Schedule "A", is hereby amended by changing the identified lands from "Rural Areas" and "Industrial-Business Parks" to "Urban Policy Areas - Residential and Related Uses".
- b) Map No. 6 - "Staging of Development", a portion of which is attached hereto as Schedule "B", is hereby amended by adding a portion of the identified lands to "Stage 1".
- c) Map No. 8 - "Niagara Escarpment Plan Areas in the Urban Policy Areas of Hamilton-Wentworth", a portion of which is attached hereto as Schedule "C", is hereby amended by deleting a portion of the identified lands from the "Escarpment Protection Area".
- d) Map No. 10(b) - "Niagara Escarpment Plan Areas in the Urban Policy Areas of Hamilton-Wentworth", a portion of which is attached hereto as Schedule "D" is hereby amended by adding a portion of the identified lands as "Urban Area".

SCHEDULE "A"

TO AMEND MAP NO. 1 OF THE
REGIONAL MUNICIPALITY OF
HAMILTON - WENTWORTH
OFFICIAL PLAN.



LEGEND

URBAN POLICY AREAS

EXISTING DEVELOPMENT



PROPOSED DEVELOPMENT

• INDUSTRIAL - BUSINESS PARKS



• RESIDENTIAL & RELATED USES



RURAL POLICY AREAS

RURAL AREA



RURAL SETTLEMENTS



PAVING BELT WEST
POLICY AREAS



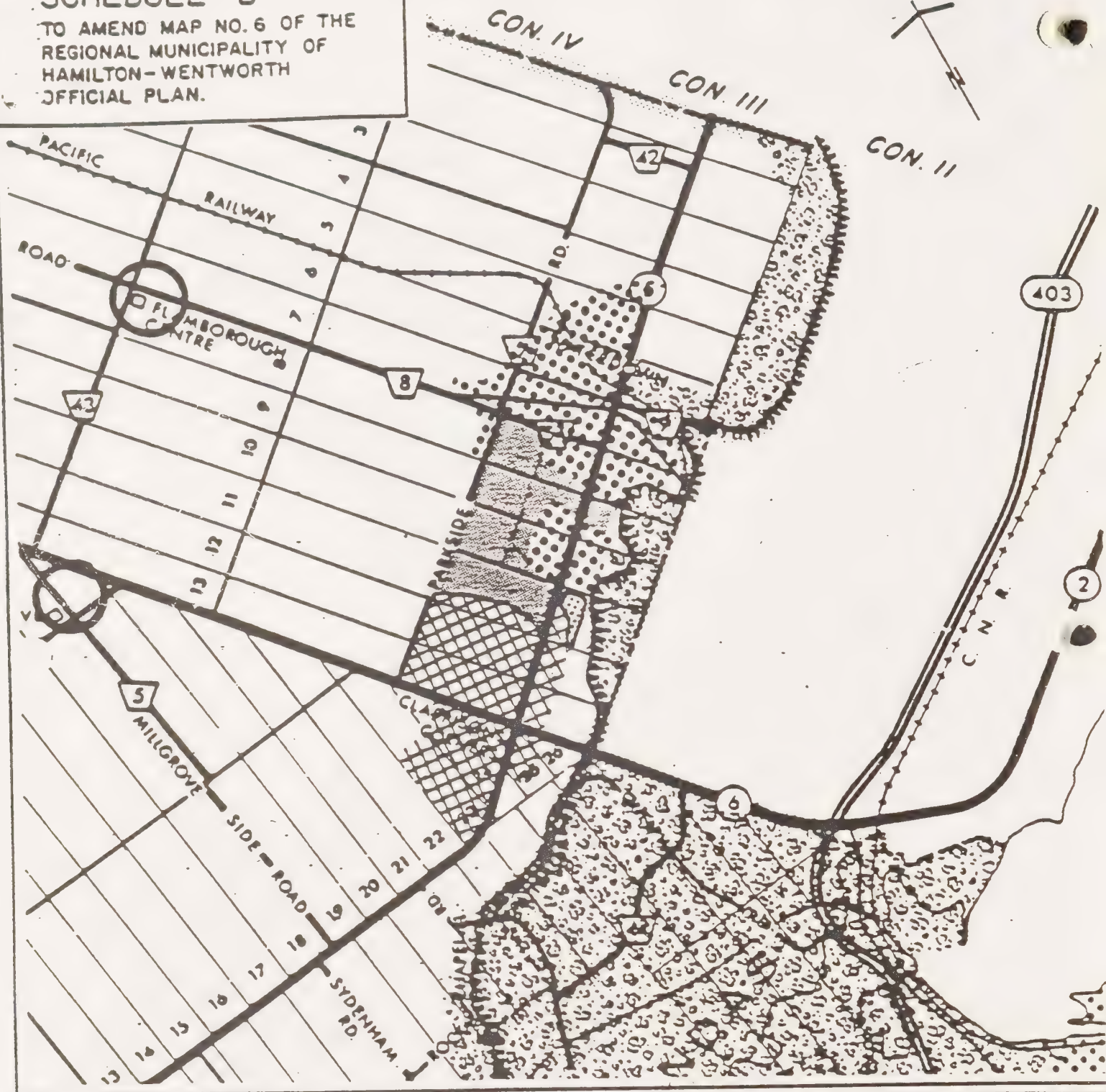
Change From "Rural Area" To
"Residential & Related Uses."



Change From "Industrial-Business Parks"
To "Residential & Related Uses."

SCHEDULE "B"

TO AMEND MAP NO. 6 OF THE
REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH
OFFICIAL PLAN.



LEGEND

URBAN POLICY AREAS

EXISTING DEVELOPMENT

PROPOSED DEVELOPMENT

• INDUSTRIAL - BUSINESS PARKS

• RESIDENTIAL & RELATED USES

Lands
Within
Stage 1



RURAL POLICY AREAS

RURAL AREA

RURAL SETTLEMENTS

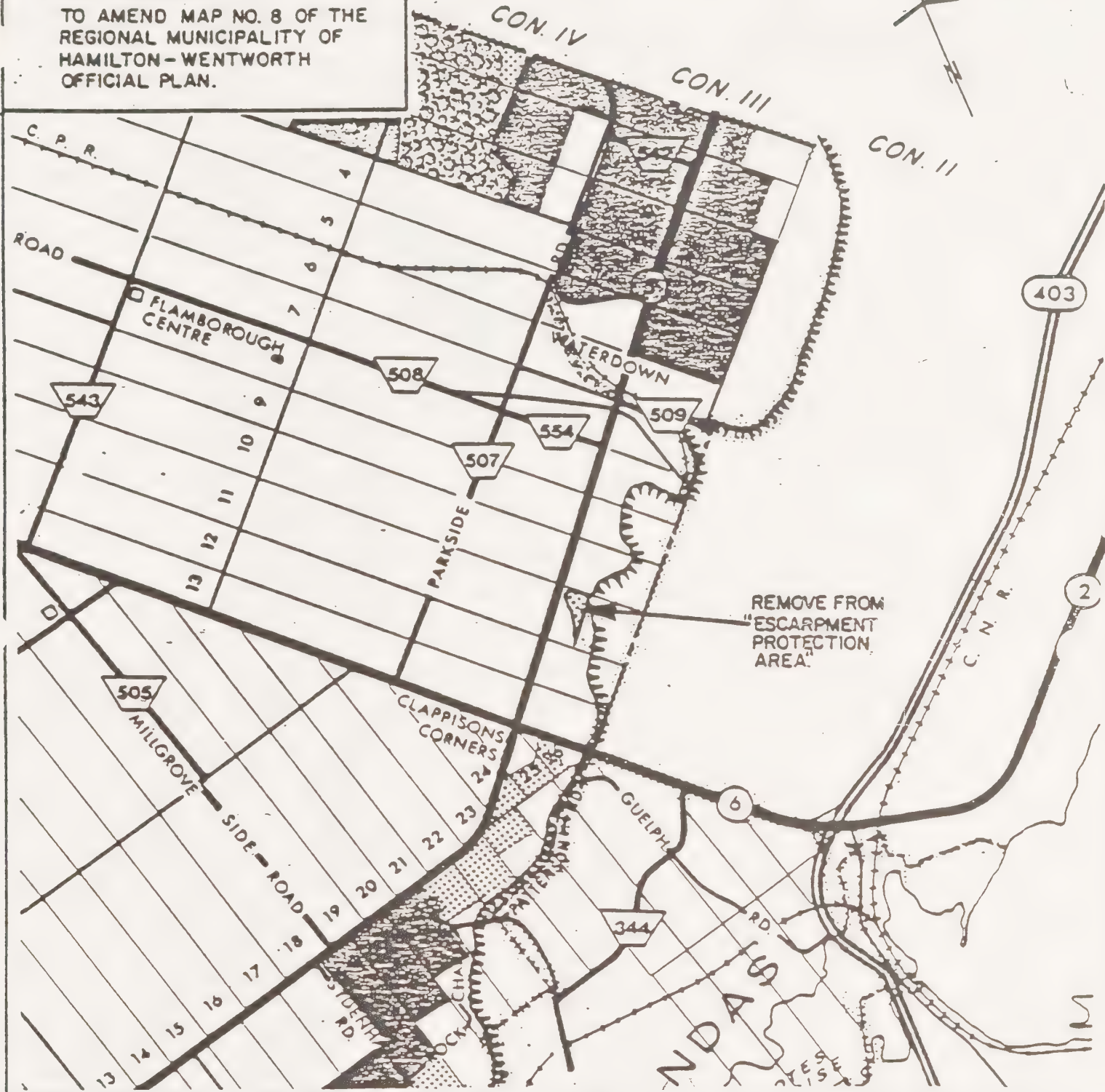
PAVEWAY BELT WEST
POLICY AREAS



Change To Stage 1

SCHEDULE "C"

TO AMEND MAP NO. 8 OF THE
REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH
OFFICIAL PLAN.



LEGEND

ESCARPMENT NATURAL AREA



ESCARPMENT PROTECTION AREA



ESCARPMENT RURAL AREA



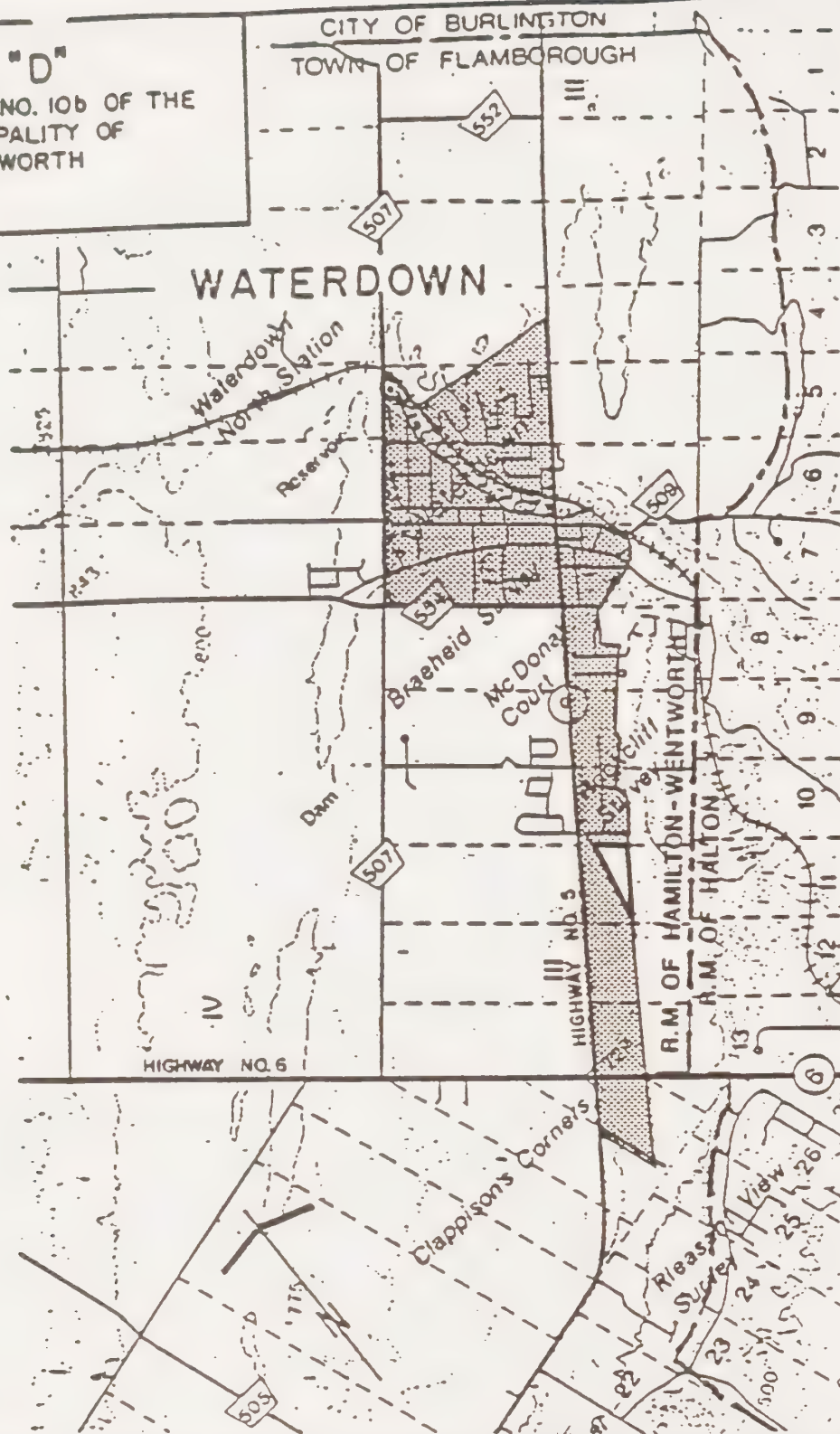
NIAGARA ESCARPMENT PLAN AREAS*

IN THE RURAL POLICY AREA
OF HAMILTON-WENTWORTH

* For Details See Niagara Escarpment Plan, Map 2

SCHEDULE "D"

TO AMEND MAP NO. 106 OF THE
REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH
OFFICIAL PLAN.



LEGEND

ESCARPMENT
NATURAL AREA



ESCARPMENT
PROTECTION AREA



URBAN AREA



NIAGARA ESCARPMENT PLAN AREAS* IN THE URBAN POLICY AREAS OF HAMILTON-WENTWORTH

Change From "Rural Area" To "Urban Area"



* FOR DETAIL SEE NIAGARA ESCARPMENT PLAN, Map 2.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-141

BILL NO. 13-6

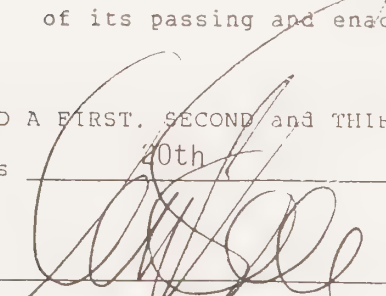
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

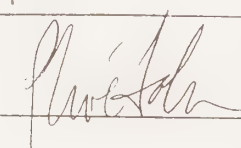
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s) Mr. P. Kennedy, residing at 40 Mohawk Rd. E., Suite 1, Hamilton, Ontario L9C 5S3 and the Owner(s) of the said premises 358 Birch Avenue, Rupert Inniss are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of Birch Avenue upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 20th day of September 19 88.


CHAIRMAN

Approved
as to form
Regional
Solicitor


CLERK

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 10 pages
	(3) Property Identifier(s)	Block _____ Property _____
	(4) Nature of Document Encroachment Agreement	
	(5) Consideration See Attached Schedule Dollars \$1.00	
	(6) Description See Attached Schedule "A"	
New Property Identifiers Additional: See Schedule ☐		FOR OFFICE USE ONLY
Executions Additional: See Schedule ☐		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐		

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

436582 CD

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

CHAIRMAN

REGIONAL CLERK

COMMISSIONER OF FINANCE

(11) Address
for Service

P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

INNISS, Rupert
Registered owner

[Signature]

1988 06 27

(13) Address
for Service

443 1/2 Wentworth Street N.,
Hamilton, Ontario. L8L 5W6

(14) Municipal Address of Property

358 Birch Avenue,
Hamilton, Ontario.
L8L 6J2

(15) Document Prepared by:

The Regional Municipality
of Hamilton-Wentworth
Engineering Department
71 Main St. W.
Hamilton, Ontario
L8N 3T4

Fees and Tax

Registration Fee

Total

Schedule "1"

THIS AGREEMENT made this 3rd day of June 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

RUPERT INNISS,

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 358 BIRCH AVENUE in the CITY of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 358 BIRCH AVENUE, Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) brick porch (0.04m x 0.07m)
- (ii) Frame garage (0.64m x 1.89m)

(hereinafter referred to collectively as "the works")

Onto the road allowance of BIRCH AVENUE, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$ NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

443½ Wentworth Street N.,

Hamilton, Ontario.

L8L 5W6

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and being composed of part of lot numbers sixty-two (62), seventy-three (73) and seventy-four (74) and part of Reserve "E" as shown on plan of survey made for David E. McLeod and registered in the Registry Division for the County of Wentworth as Plan Number 471, and which may be more particularly described as follows:

COMMENCING at a stake planted at the intersection of the southerly limit of Gerrard Street in the southeasterly limit of Birch Avenue;

THENCE easterly along the southerly limit of Gerrard Street, fifty-eight feet one inch (58' 1") more or less to a stake planted distant sixteen feet (16') measured westerly along the said southerly limit of Gerrard Street from the easterly limit of lot number seventy-four (74);

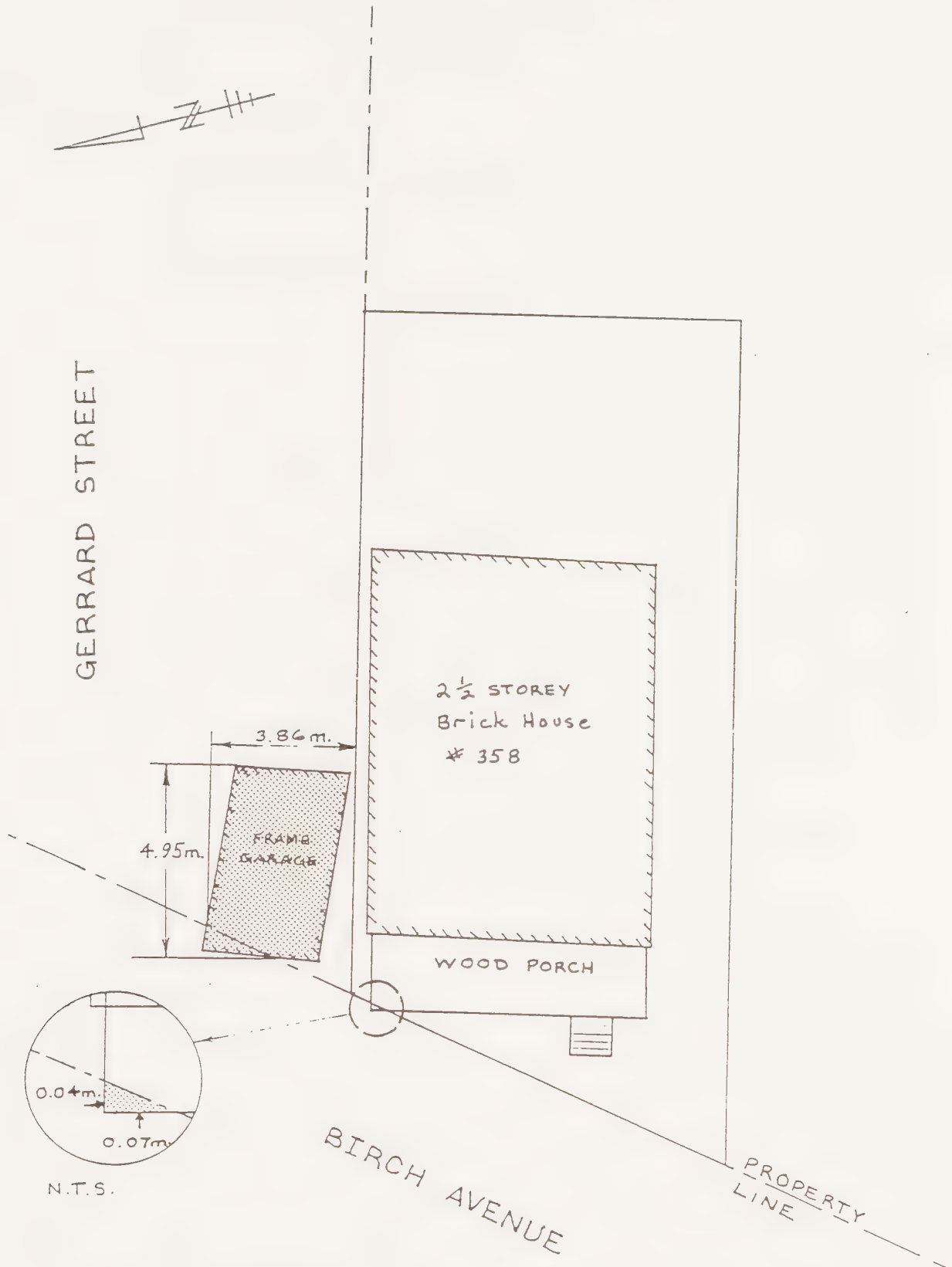
THENCE southerly following the present fence and parallel with the said easterly limit of lot number seventy-four (74), thirty-four feet six inches (34' 6");

THENCE westerly parallel with the southerly limit of Gerrard Street to the southeasterly limit of Birch Avenue;

THENCE northeasterly along the southeasterly limit of Birch Avenue thirty-four feet six inches (34' 6") more or less to the place of beginning.

LAST REGISTERED INSTRUMENT - NUMBER 436582 C.D.

SKETCH OF "WORKS"



* NOTE : THIS IS NOT A PLAN OF SURVEY

DATED: JUNE 3RD, 1988.

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

RUPERT INNISS

TWO PARTY
ENCROACHMENT
ADDRESS:

358 Birch Avenue,
Hamilton, Ontario.
L8L 6J2

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-142

BILL NO. 1327

BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. **Schedule 20 (No Parking Areas)** of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding to **Section B (Loading Zones)** the following item, namely:-

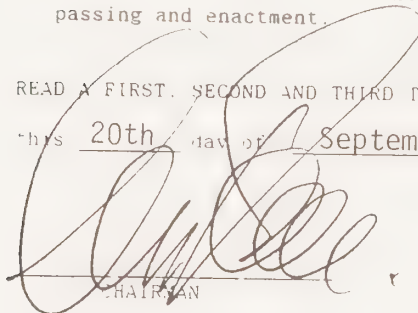
"King North 34 feet 85 feet east of Cochrane Anytime

2. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

3. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 20th day of September 19 88


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-143

TO AMEND

BY-LAW R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Ch. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass bylaws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highway traffic signs for the purposes of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1 Schedule 2 (Maximum Speed Limits on Certain Regional Roads) passed and enacted on September 7, 1976 is hereby amended by deleting from Section D the following item, namely:

"97	Former Hwy. #97	Highway #6	West Region of Hamilton-Wentworth Boundary	80"
-----	-----------------	------------	--	-----

and by adding to Section D. the following items, namely:

"97	Regional Rd. 97	Highway #6	820m east of Townline Road	80
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97	Regional Rd. 97	820m east of Townline Road	1000m west of Townline Road	70
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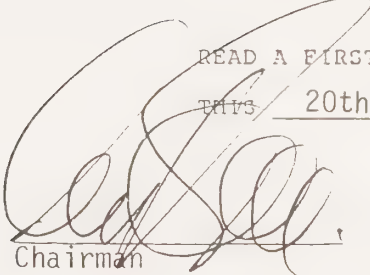
97	Regional Rd. 97	1000m west of Townline Road	West Region of Hamilton-Wentworth Boundary	80"
----	-----------------	--------------------------------	--	-----

- 2 In all other respects, By Law R76 144 and Schedules thereto, are hereby confirmed and unchanged.

- 3 This By Law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

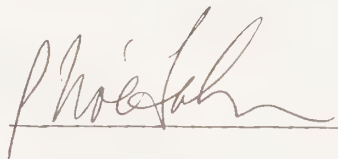
THIS 20th DAY OF September 19 88.



Chairman

Approved
as to form

Regional
Solicitor



Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-144

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 20th day of September, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>	
Special Airport Committee Report	9-88	
Economic Development and Planning Committee Report	13-88	
Engineering Services Committee Report	17-88	as amended
Engineering Services Committee Report	18-88	as amended
Finance & Personnel Report	10-88	as amended
Health & Social Services Committee Report	11-88	
Legislation & Reception Committee Report	9-88	as amended
Transportation Services Committee Report	9-88	as amended
Transportation Services Committee Report	10-88	

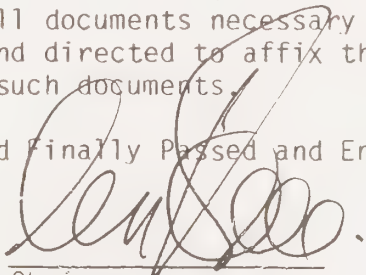
and Regional Officials

<u>NAME</u>	<u>NO.</u>
Chairman's Report	13-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 20th, day of September, 1988.


Chairman

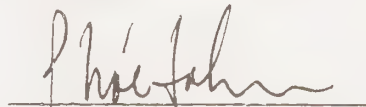

Clerk

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ADOPTING BY-LAW OF
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

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3.	PURPOSE
4.	BASIS
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2.	DETAILS OF THE AMENDMENT
PART IV	THE APPENDIX

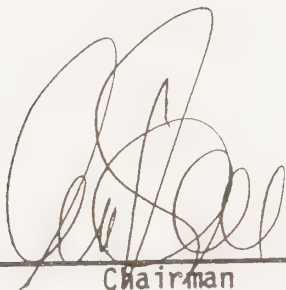
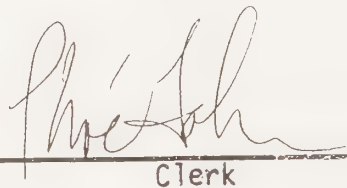
PART I

PART 1 THE CERTIFICATION

AMENDMENT NO. 42

TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
THE HAMILTON-WENTWORTH PLANNING AREA

Amendment No. 42 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area, constituting the explanatory text was prepared by the Planning and Development Department of the Regional Municipality of Hamilton-Wentworth and adopted by Regional Council by By-law No. R88-145 in accordance with Section 17 of The Planning Act, 1983, S.O. 1983, Ch.1, on the 4th day of October 1988.


Chairman
Clerk

PART II

PART II - THE PREAMBLE

1. TITLE

This Amendment shall be known as Amendment No. 42 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. COMPONENTS OF THIS AMENDMENT

Only that part of this document entitled "PART III - The Amendment", comprising the attached text, constitutes Amendment No. 42 to the Region of Hamilton-Wentworth Planning Area.

3. PURPOSE OF THE AMENDMENT

This Amendment is intended to allow general industrial uses in the Rural Area by exempting the lands from Policies 3.4.1.2 and 3.4.1.3 of the Hamilton-Wentworth Official Plan.

4. LOCATION OF THE AMENDMENT

The lands affected by this Amendment are located at the south-east corner of Lot 35, Concession 3, Former Township of Beverly, now in the Town of Flamborough.

5. BASIS OF THIS AMENDMENT

The exemption of this property from Policies 3.4.1.2 and 3.4.1.3 of the Hamilton-Wentworth Official Plan is considered appropriate and suitable by Regional Council in consideration of a zoning by-law amendment originating from the Town of Flamborough.

PART III

PART III - THE AMENDMENT

1. INTRODUCTION

The whole of this part of the document entitled "PART III - The Amendment", which consists of the following text constitutes Amendment No. 42 to the Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area.

2. TEXT CHANGE

The Region of Hamilton-Wentworth Official Plan, Hamilton-Wentworth Planning Area is amended by adding to Section 3 of the Plan, the following policy:

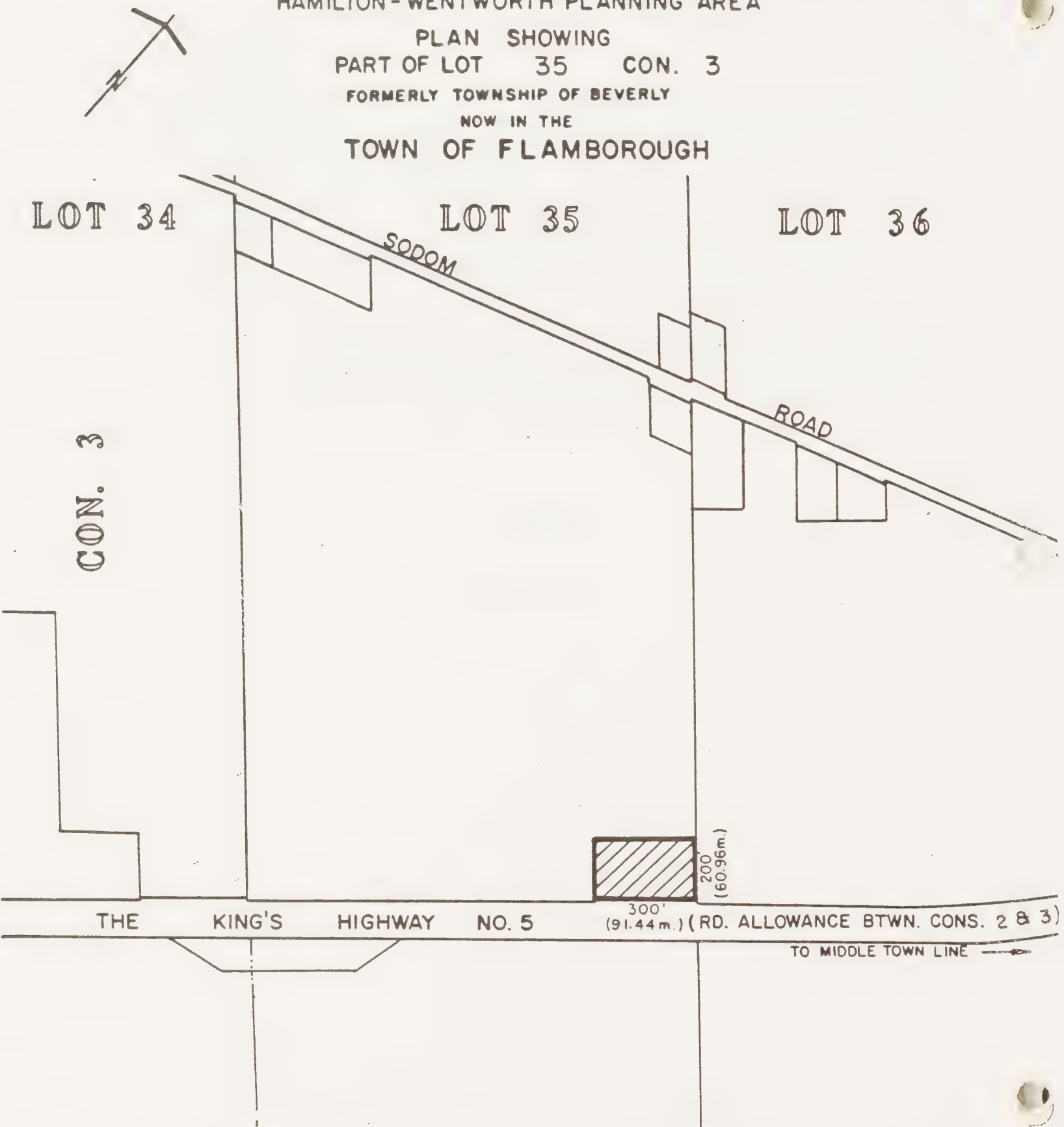
"3.1.15 Notwithstanding Policies 3.4.1.2 and 3.4.1.3 of the Plan, general industrial uses shall be permitted on lands having a frontage of 91.44 m by a depth of 60.96 m at the south-east corner of Lot 35, Concession 3, Former Township of Beverly, now in the Town of Flamborough."

PART IV

THE APPENDIX

APPENDIX MAP
TO AMENDMENT NO. 42
TO THE REGION OF HAMILTON-WENTWORTH OFFICIAL PLAN
HAMILTON-WENTWORTH PLANNING AREA

PLAN SHOWING
PART OF LOT 35 CON. 3
FORMERLY TOWNSHIP OF BEVERLY
NOW IN THE
TOWN OF FLAMBOROUGH



LANDS AFFECTED BY AMENDMENT NO. 42 TO THE
HAMILTON-WENTWORTH OFFICIAL PLAN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88- 146

To exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law No. R79-202.

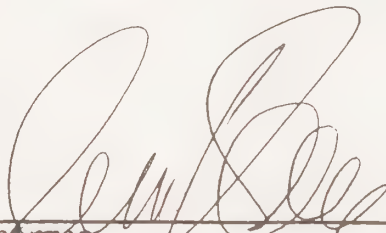
WHEREAS upon application of certain shops outlined on Schedule "A" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. THAT the occupiers of the shops named on Schedule "A" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
2. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 4th day of October, 1988.

Approved
as to form
L.A.S.
Regional
Solicitor


Chairman


Clerk

SCHEDULE "A"

TO BY-LAW NO. R88-146

Shops referred to in By-law No. R88- and located at the respective locations.

THAT the following retail shop(s) in the area municipalities of Hamilton and Stoney Creek be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the date(s) and at the time(s) indicated:

1. HAMILTON
Friday, October 14, 1988
9:00 p.m. to 11:59 p.m.

Eaton's Dept. Store 43 James St. N.
Hamilton, Ontario

Friday, November 4, 1988
9:00 p.m. to 11:00 p.m.

Eaton's Warehouse 2799 Barton St. E.
Hamilton, Ontario
2. HAMILTON
Friday, December 2, and Saturday, December 3, 1988
AND
Friday, December 9, and Saturday, December 10, 1988
9:00 p.m. to 11:59 p.m.

Toys R Us 970 Upper Wentworth St.
Hamilton, Ontario
3. HAMILTON
Friday, November 4, 1988
9:00 p.m. to 11:59 p.m.

Rising Star 280 Queenston Road
Hamilton, Ontario
4. HAMILTON
Friday, November 4, 1988
9:00 p.m. to 11:59 p.m.

Rising Star 1119 Fennell Ave. East
Hamilton, Ontario

5. HAMILTON

CONCESSION STREET B.I.A.

Friday, October 21, 1988

9:00 p.m. to 11:59 p.m.

Vai's Hairstyling

Wheels In Motion

Mountain Cobbler

S.P.S. Stamps

On the Cutting Edge

Quality Sales

Visual Image

Donimage Photosketch

Balloon Boutique

Prestige Clothier

Pitman's

Wilf's Hardware

La Favorita Bakery

Salon Scissors

Wharton Graphics

So-Low Sales

Anthony's Meat Market

Zarky's

Mountain Used Books

Dinardo Custom Tailor

Mountain New & Used Furniture

Concession Super Discount

Rainbow Treasures

Bain's

Paul's Barber Shop

516 Concession Street
Hamilton, Ontario

518 Concession Street
Hamilton, Ontario

520 Concession Street
Hamilton, Ontario

524 Concession Street
Hamilton, Ontario

530 Concession Street
Hamilton, Ontario

530 Concession Street
Hamilton, Ontario

532 Concession Street
Hamilton, Ontario

532 1/2 Concession St.
Hamilton, Ontario

534 Concession Street
Hamilton, Ontario

536 Concession Street
Hamilton, Ontario

542 Concession Street
Hamilton, Ontario

544 Concession Street
Hamilton, Ontario

546 Concession Street
Hamilton, Ontario

548 Concession Street
Hamilton, Ontario

552 Concession Street
Hamilton, Ontario

556 Concession Street
Hamilton, Ontario

558 Concession Street
Hamilton, Ontario

558 Concession Street
Hamilton, Ontario

560 Concession Street
Hamilton, Ontario

562 Concession Street
Hamilton, Ontario

564 Concession Street
Hamilton, Ontario

576 B Concession Street
Hamilton, Ontario

578 Concession Street
Hamilton, Ontario

580 Concession Street
Hamilton, Ontario

586 Concession Street
Hamilton, Ontario

5. CONCESSION STREET B.I.A. (Cont'd)
Friday, October 21, 1988
9:00 p.m. to 11:59 p.m.

Camtech	588 Concession Street Hamilton, Ontario
Bar-B-Que At Best	590 Concession Street Hamilton, Ontario
DePalma's	592 Concession Street Hamilton, Ontario
Avon Window & Shades	598 Concession Street Hamilton, Ontario
Concession Shoe Store	602 Concession Street Hamilton, Ontario
Amity	604 Concession Street Hamilton, Ontario
B & K Motorcycle	612 Concession Street Hamilton, Ontario
Neviles Furniture	614 Concession Street Hamilton, Ontario
Louis Hairstyling	616 Concession Street Hamilton, Ontario
A-1 T.V.	620 Concession Street Hamilton, Ontario
Wilfred Rice T.V.	638 Concession Street Hamilton, Ontario
Gourmet Kitchen	640 Concession Street Hamilton, Ontario
Brenda's Beauty Salon	642 Concession Street Hamilton, Ontario
Look 'N See	437 Concession Street Hamilton, Ontario
The Bargain Bookshop	437 Concession Street Hamilton, Ontario
Pauline's Beauty Salon	451 Concession Street Hamilton, Ontario
Kmetz Discount Store	453 Concession Street Hamilton, Ontario
Partytime Rentals	489 Concession Street Hamilton, Ontario
Boots Drug Store	501 Concession Street Hamilton, Ontario
Salvation Army	529 Concession Street Hamilton, Ontario
Woolcott's	537 Concession Street Hamilton, Ontario
Barker's Furniture	581 Concession Street Hamilton, Ontario
Opie's	583 Concession Street Hamilton, Ontario
Lockhart's	603 Concession Street Hamilton, Ontario

6. HAMILTON

- 5 -

MOUNTAIN PLAZA MALL

Friday, November 18, 1988

9:00 p.m. to 11:59 p.m.

Agnew	673 Upper James Street Hamilton, Ontario
Apparel Clearance Centre	679 Upper James Street Hamilton, Ontario
Bargain Harolds #48	661 Upper James Street Hamilton, Ontario
Belinda & Brother	673 Upper James Street Hamilton, Ontario
Bi-Way	679 Upper James Street Hamilton, Ontario
Black's Camera	579 Upper James Street Hamilton, Ontario
Bottoms Glass Shoppe	665 Upper James Street Hamilton, Ontario
Bulk Food Barn	673 Upper James Street Hamilton, Ontario
Buck Or Two	673 Upper James Street Hamilton, Ontario
Caliga Shoe Designs	673 Upper James Street Hamilton, Ontario
Carousel Cleaners	661 Upper James Street Hamilton, Ontario
Chain Boutique	673 Upper James Street Hamilton, Ontario
China Kiki Restaurant	661 Upper James Street Hamilton, Ontario
Christian Bookstore	661 Upper James Street Hamilton, Ontario
Cigars Galore	665 Upper James Street Hamilton, Ontario
C. J. Gifts	665 Upper James Street Hamilton, Ontario
Cobbler's Bench	661 Upper James Street Hamilton, Ontario
Coles Bookstore	673 Upper James Street Hamilton, Ontario
Country Fair Donuts	665 Upper James Street Hamilton, Ontario
Crazy Lee's	673 Upper James Street Hamilton, Ontario

6. HAMILTON

- 6 -

MOUNTAIN PLAZA MALL Cont'd
Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Direct Film	665 Upper James Street Hamilton, Ontario
Dutch Toko	661 Upper James Street Hamilton, Ontario
Electroluc M. & T. Outlets	679 Upper James Street Hamilton, Ontario
Francines	673 Upper James Street Hamilton, Ontario
Fraser's Pet Shop	679 Upper James Street Hamilton, Ontario
Fun & Games	673 Upper James Street Hamilton, Ontario
Gold Traditions	665 Upper James Street Hamilton, Ontario
Grey Legion	661 Upper James Street Hamilton, Ontario
Hallmark	673 Upper James Street Hamilton, Ontario
Irene Hill	673 Upper James Street Hamilton, Ontario
John Pomer Menswear	661 Upper James Street Hamilton, Ontario
Joggers	661 Upper James Street Hamilton, Ontario
Kerns Boutique	661 Upper James Street Hamilton, Ontario
Kerns Jewelry	673 Upper James Street Hamilton, Ontario
Kids Mart	673 Upper James Street Hamilton, Ontario
Living Lighting	679 Upper James Street Hamilton, Ontario
Loto Stop	661 Upper James Street Hamilton, Ontario
Lucy's Place	661 Upper James Street Hamilton, Ontario
Majestic Sound Warehouse	673 Upper James Street Hamilton, Ontario
Marie Claire Boutique	673 Upper James Street Hamilton, Ontario
Market Place	665 Upper James Street Hamilton, Ontario
Moore's The Suit People Inc.	665 Upper James Street Hamilton, Ontario
New Frontier	679 Upper James Street Hamilton, Ontario

6. HAMILTON

MOUNTAIN PLAZA MALL Cont'd
Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Nova Sewing Centre	665 Upper James Street Hamilton, Ontario
Old Country Crafts	661 Upper James Street Hamilton, Ontario
Pasta Bella	665 Upper James Street Hamilton, Ontario
Photo Lab	665 Upper James Street Hamilton, Ontario
Pik Nik	673 Upper James Street Hamilton, Ontario
Radio Shack	661 Upper James Street Hamilton, Ontario
Rainbow Knits	673 Upper James Street Hamilton, Ontario
Reitman's	673 Upper James Street Hamilton, Ontario
Rentronics	679 Upper James Street Hamilton, Ontario
Ritz Hairstyling	661 Upper James Street Hamilton, Ontario
Salon Dior	661 Upper James Street Hamilton, Ontario
Salon Mountain Plaza	673 Upper James Street Hamilton, Ontario
Sam The Record Man	673 Upper James Street Hamilton, Ontario
Sausage House	665 Upper James Street Hamilton, Ontario
Select Furniture	661 Upper James Street Hamilton, Ontario
The Shoe Shoppe	673 Upper James Street Hamilton, Ontario
Shoppers Drug Mart Food Basket	673 Upper James Street Hamilton, Ontario
Showky's Treats and Sweets	661 Upper James Street Hamilton, Ontario
Sooter Studios	665 Upper James Street Hamilton, Ontario
Spats	665 Upper James Street Hamilton, Ontario
Sports Fan	661 Upper James Street Hamilton, Ontario
T & G Tasty Lunch	665 Upper James Street Hamilton, Ontario
Things Engraved	673 Upper James Street Hamilton, Ontario
Thumpers Key Kiosk	665 Upper James Street Hamilton, Ontario

6. HAMILTON

MOUNTAIN PLAZA MALL Cont'd
Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Treats

T. Rose Flowers

Tridont Optical

Valentino's Bakery

Willy's Restaurant

Woolco Department Store

Worlds of Wonder

665 Upper James Street
Hamilton, Ontario

665 Upper James Street
Hamilton, Ontario

665 Upper James Street
Hamilton, Ontario

679 Upper James Street
Hamilton, Ontario

665 Upper James Street
Hamilton, Ontario

665 Upper James Street
Hamilton, Ontario

679 Upper James Street
Hamilton, Ontario

7. STONEY CREEK - Fiesta Mall

Friday, November 18, 1988

AND

Thursday, December 15, 1988

9:00 p.m. to 11:59 p.m.

Bargain Harold's	102 Highway #8 Stoney Creek, Ontario
Cameo Cleaners	102 Highway #8 Stoney Creek, Ontario
The Card Shop	102 Highway#8 Stoney Creek, Ontario
Caribou Arts &Crafts	102 Highway #8 Stoney Creek, Ontario
Crazy Lee's	102 Highway #8 Stoney Creek, Ontario
Family Shoe Clearance	102 Highway #8 Stoney Creek, Ontario
Fashion Sense	102 Highway #8 Stoney Creek, Ontario
G. G.'s Boutique	102 Highway #8 Stoney Creek, Ontario
Lena's Kiddie Boutique	102 Highway #8 Stoney Creek, Ontario
For Kitchens Only	102 Highway#8 Stoney Creek, Ontario
Michael Henry Clothiers Ltd.	102 Highway #8 Stoney Creek, Ontario
Photo Lab	102 Highway #8 Stoney Creek, Ontario
Select Furniture	102 Highway #8 Stoney Creek, Ontario
Stoney Creek Portrait Studio	102 Highway#8 Stoney Creek, Ontario
Super Tool Bargains	102 Highway #8 Stoney Creek, Ontario
Upper Canada Jewellers	102 Highway #8 Stoney Creek, Ontario
The Vacuum Shoppe	102 Highway #8 Stoney Creek, Ontario
Zellers Limited	102 Highway #8 Stoney Creek, Ontario

The Regional Municipality of Hamilton-Wentworth

By-law No. R88-147

Being a By-law to amend Regional

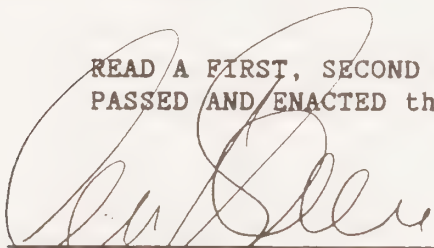
By-law No. R85-082

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

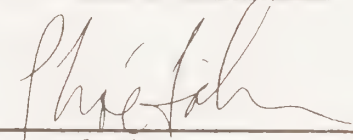
1. That the information on Schedule A to By-law R85-082 under the headings 'EXEMPT FRONTAGE', 'FRONTAGE SUBJECT TO RATE' and 'ESTIMATED LUMP SUM CASH PAYMENT', and adjacent to Roll Number 100-110-43200, under the heading 'Right of Way from Lynden Road to West Boundary of (100-4300) Mulholland Lane' be repealed and the following substituted therefore:

"30.59" under EXEMPT FRONTAGE,
"34.38" under FRONTAGE SUBJECT TO RATE and
"916.52" under ESTIMATED LUMP SUM CASH PAYMENT
2. In all other respects all the provisions of Regional By-law R85-082 are hereby confirmed unchanged.
3. This By-law shall come into force and take effect upon its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY
PASSED AND ENACTED this 4th day of October, 1988.



Chairman



Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-148

Being a By-law to exempt certain lands from the setback provisions of By-law No. 2613 of the former County of Wentworth.

WHEREAS the Council of the County of Wentworth did pass on the 20th day of March, 1973, By-law No. 2613, pursuant to the provisions of Section 99(4) of The Public Transportation and Highway Improvement Act, R.S.O. 1970, Chapter 201, as amended, to fix and determine the distance from the centre line of all County Roads within which the owner of any adjacent lands is not to construct any building or structure;

AND WHEREAS pursuant to Section 31 of The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, as amended, the Regional Corporation has in respect of the lands included within the regional road system, all the rights, powers and benefits and advantages conferred upon the Corporation of the County of Wentworth;

AND WHEREAS the Regional Council considers it desirable and expedient to exempt certain lands located on Centre Road in the Town of Flamborough from the provisions of the aforesaid By-law No. 2613 requiring a setback of 21.34m (70 feet) from the existing centre line of the Centre Road road allowance for a new garage on lands known as No. 1517 to 1519 Centre Road in Carlisle.

NOW THEREFORE, the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

1. Notwithstanding the provisions of By-law No. 2613 of the former County of Wentworth, the site of the proposed garage located on the lands described in Column 1 of Schedule "A" hereto attached, having a setback, indicated in Column 2, from the centre line of the road allowance of the highway indicated in Column 3, shall be deemed to be not in contravention of the provisions of Section 3(1) of the aforesaid By-law, so long as the proposed garage remains.
2. Schedule "A" to this By-law forms part of this By-law.
3. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED this
4th day of October, 1988.

Approved
as to form
by
Regional
Solicitor

CHAIRMAN
CLERK

SCHEDULE "A"

TO BY-LAW NO. R88-148

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Description of Lands</u>	<u>Setback</u>	<u>Highway</u>
The premises municipally known as Nos. 1517 and 1519 Centre Road, being part of Lots 9, 10, 11, 12 and 13 of Block D on Registered Plan No. 341, former Township of East Flamborough, Town of Flamborough	18.29m (60 feet)	Centre Road

Bill No. 1334

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-149

Being a By-law to appoint an Acting Clerk pro tempore for the Regional Municipality for the Council meeting of October 18, 1988.

WHEREAS THE CLERK WILL NOT BE IN ATTENDANCE FOR THE OCTOBER 18, 1988 REGIONAL COUNCIL,

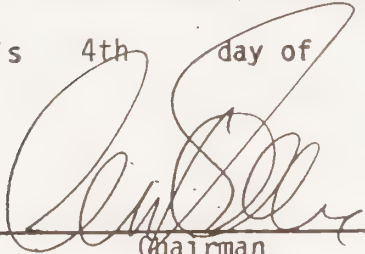
THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That Russ Pevlin is appointed Acting Clerk pro tempore for the Regional Council meeting of October 18, 1988.
2. This By-law shall take effect upon passing by Regional Council.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 4th day of October

, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-150

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 4th day of October, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>
Special Airport Committee Report	10-88
Economic Development and Planning Committee Report	14-88
Engineering Services Committee Report	19-88
Freeway Steering Committee	7-88
Legislation & Reception Committee Report	10-88 as amended

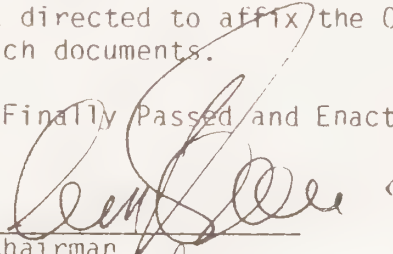
and Regional Officials

<u>NAME</u>	<u>NO.</u>
Chairman's Report	14-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 4th, day of October, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-151

BEING A BY-LAW TO REPEAL BY-LAW NO. R88-100
BEING A BY-LAW TO PROVIDE FOR

1. THE CONSTRUCTION OF WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON WILSON STREET FROM MOHAWK ROAD TO HENDRY LANE, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

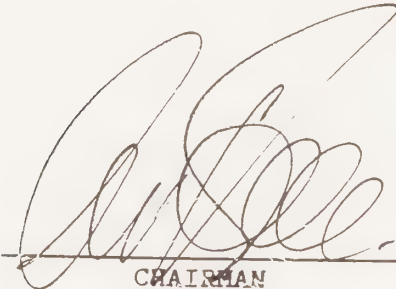
WHEREAS Regional Council did approve Item 21 of the Engineering Services Committee Report 16-87.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That By-Law No. R88-100 is hereby repealed.

Read a First, Second and Third Time and Finally Passed and Enacted

this 18th day of October , 1988.



CHAIRMAN

Acting/ CLERK
Pro Tempore

0398-102

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-152

BEING A BY-LAW TO REPEAL BY-LAW NO. R88-101
BEING A BY-LAW TO AUTHORIZE THE IMPOSITION
OF A SPECIALLY ASSESSED RATE UPON THE OWNERS
OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED
IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED
RATE ON PARTICULAR LOTS TO BE SERVED BY WATER
SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B"
HERETO ON WILSON STREET FROM MOHAWK ROAD TO HENDRY
LANE, IN THE TOWN OF ANCASTER.

WHEREAS Regional Council did approve Item 21 of the Engineering Services
Committee Report 16-87.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
ENACTS AS FOLLOWS:

1. That By-Law No. R88-101 is hereby repealed.

Read a First, Second and Third Time and Finally Passed and Enacted

this 18th day of October, 1988.



CHAIRMAN

Acting/ CLERK
Pro Tempore

0398-101

Approved
as to form

Regional
Solicitor

The Regional Municipality of Hamilton-Wentworth

By-law No. R88-153

Being a By-law to amend Regional

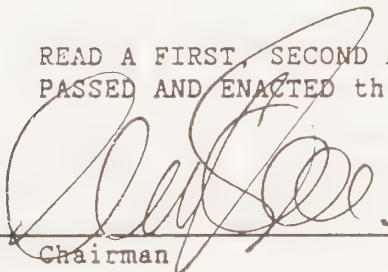
By-law No. R85-082

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That the information on Schedule A to By-law R85-082 under the headings 'EXEMPT FRONTAGE', 'FRONTAGE SUBJECT TO RATE' and 'ESTIMATED LUMP SUM CASH PAYMENT', and adjacent to Roll Number 100-110-43200, under the heading 'Right of Way from Lynden Road to West Boundary of (100-4300) Mulholland Lane' be repealed and the following substituted - therefore:

"30.59" under EXEMPT FRONTAGE,
"34.38" under FRONTAGE SUBJECT TO RATE and
"916.52" under ESTIMATED LUMP SUM CASH PAYMENT
2. In all other respects all the provisions of Regional By-law R85-082 are hereby confirmed unchanged.
3. This By-law shall come into force and take effect upon its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY
PASSED AND ENACTED this 18th day of October, 1988.


Chairman


Acting Clerk Pro Tempore

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-154

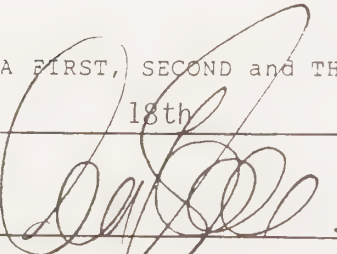
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

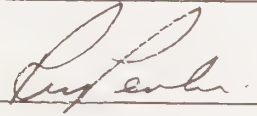
1. The Owner Vincent Neil and Maria Clarke, Owners of the said premises, 350 Victoria Avenue North, Hamilton is hereby granted the privilege of installing and maintaining the concrete porch and steps upon the highway allowance of Victoria Avenue North, Hamilton, upon the terms and conditions contained in the agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 18th day of October 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


Acting CLERK Pro Tempore

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐		(2) Page 1 of _____ pages	
	(3) Property Identifier(s) _____		Block _____ Property _____	
	(4) Nature of Document Encroachment Agreement			
	(5) Consideration See Attached Schedule Dollars \$ 1.00			
	(6) Description See Attached Schedule "A"			
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch ☐	

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☒

(9) This Document relates to instrument number(s) _____

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH	CHAIRMAN	
	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service P. O. BOX 910, 119 KING STREET WEST, HAMILTON, ONTARIO L8N 3V9

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CLARKE, Vincent Neil	<i>Vincent Clarke</i>	1988 08 24
CLARKE, Mara	<i>Mara Clarke</i>	1988 08 24

(13) Address for Service 350 Victoria Avenue North, Hamilton, Ontario, L8L 5G4

(14) Municipal Address of Property 350 Victoria Ave. N. Hamilton, Ontario L8L 5G4	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main Street West Hamilton, Ontario L8N 3T4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> </table>	Fees and Tax		Registration Fee							
Fees and Tax												
Registration Fee												

Schedule "1"

THIS AGREEMENT made this 18th day of May, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

~~BRENMAR STUDIOS LTD~~ ^{mmx}
VINCENT NEIL CLARKE and MARA CLARKE

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 350 Victoria Avenue in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 350 Victoria Avenue North, Hamilton, (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) concrete stoop and steps (1.52m x 0.91m)

(hereinafter referred to collectively as "the works")

onto the road allowance of Victoria Avenue North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.
7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.
8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.
9. Only the works herein authorized may be erected by the Applicant.
10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.
11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

XXXXXXXXXXXX	350 Victoria Avenue North	
XXXXXXXXXXXX	Hamilton, Ontario	
XXXXXXXXXXXX	L8L 5G4	

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, _____
affixed its corporate seal under the signatures of its duly authorized officers in that behalf

SIGNED, SEALED AND DELIVERED) APPLICANT: *

in the Presence of)

... Gene Coleman)

Mary Clarke

... J. Brown)

Vince C. Clark

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved:

Chairman

Commissioner of Finance

Clerk

R.D. Meier

APPROVED
DEPARTMENT OF ENGINEERING

SCHEDULE "A"

DESCRIPTION OF LANDS

Part Lot 15, Gilkinson's Survey, Plan 33, in the block bounded by Victoria Avenue, Birge Street, East Avenue and Barton Street, in the City of Hamilton, Regional Municipality of Hamilton-Wentworth

COMMENCING at the northwest angle of said Lot 15;

THENCE easterly along the southerly margin of Birge Street a distance of Eighty-eight feet (88') to a post;

THENCE southerly parallel to the westerly limit of said Lot 15 a distance of Thirty-five feet (35') to a post;

THENCE westerly parallel to the southerly margin of Birge Street a distance of Eighty-eight feet (88') to the westerly limit of said Lot 15;

THENCE northerly and along the westerly limit of said Lot 15 a distance of Thirty-five feet (35') to the place of beginning.

SUBJECT to a right-of-way in favour of the owners and occupiers of the lands immediately to the south of the lands herein conveyed for ingress, egress and regress over the following strip of land being part of said Lot 15 and being more particularly described as follows:

COMMENCING at a point in the southerly boundary of Birge Street distant Seventy-eight feet (78') measured easterly along the southerly margin of Birge Street to the north-west angle of said Lot 15;

THENCE southerly and parallel to the westerly limit of said Lot 15 a distance of Thirty-five feet (35') more or less;

THENCE easterly and parallel to the southerly margin of Birge Street a distance of ten feet (10') to a post;

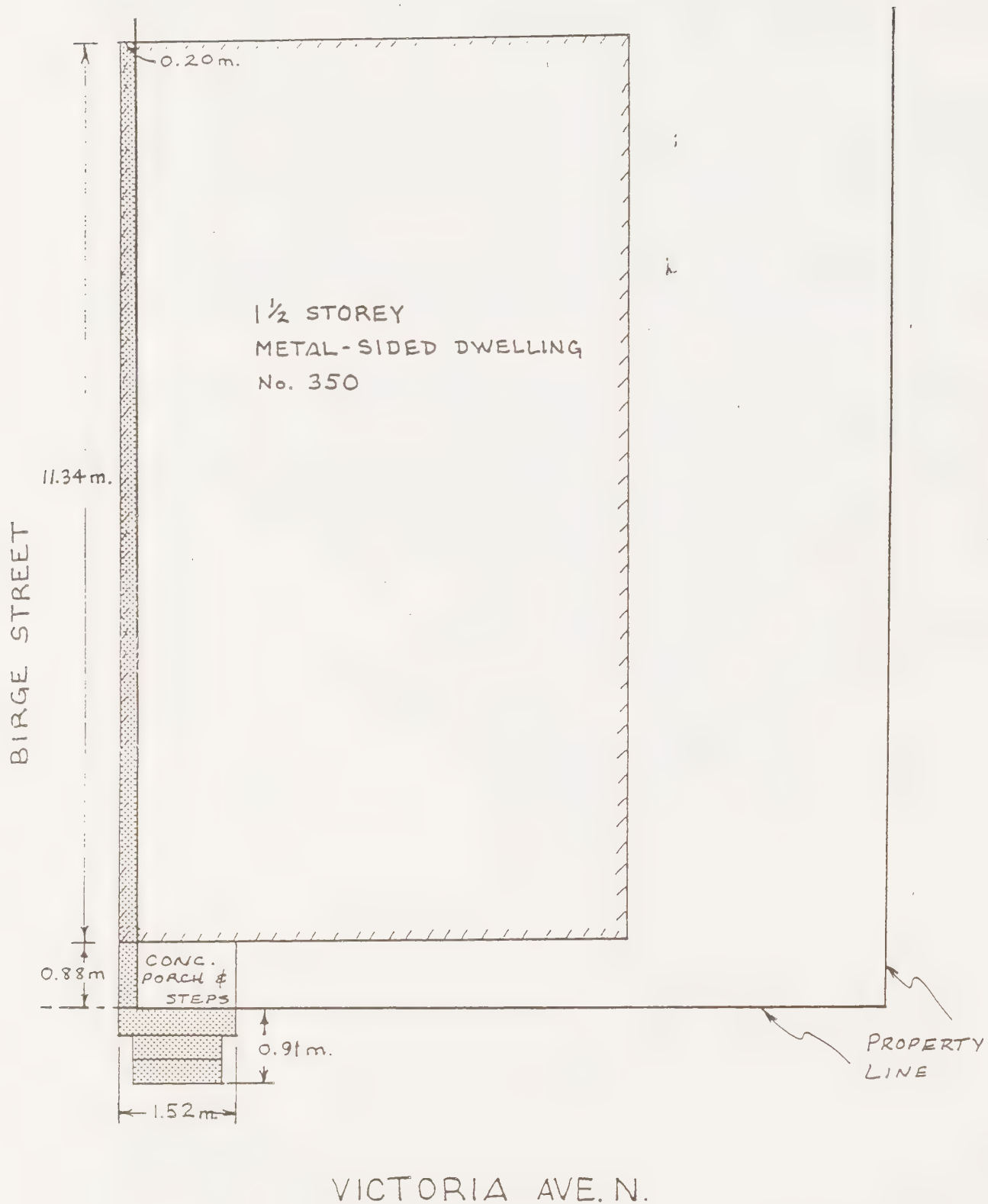
THENCE northerly and parallel to the westerly limit of said Lot 15, a distance of Thirty-five feet (35') to the southerly limit of Birge Street;

THENCE westerly along the said southerly limit of Birge Street a distance of Ten feet (10') to the place of beginning.

As described in Instrument No. 459168 CD.

SCHEDULE "B"

SKETCH OF "WORKS"



N.T.S.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-155

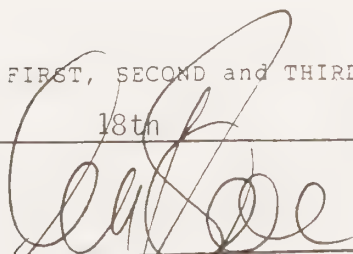
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Owners John, Larry and Dennis Pellizzari, Owner(s) of the said premises, 86 East Avenue North, Hamilton are hereby granted the privilege of installing and maintaining the two and one half (2 1/2) storey brick dwelling upon the highway allowance of Wilson Street, Hamilton, upon the terms and conditions contained in the agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 18th day of October 19 88.


CHAIRMAN

Approved
as to form

Regional


Acting CLERK Pro Tempore

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 11 pages
	(3) Property Identifier(s)	Block _____ Property _____
	Additional: See Schedule ☐	
	(4) Nature of Document Encroachment Agreement	
	(5) Consideration See Attached Schedule Dollars \$1.00	
(6) Description See Attached Schedule "A"		
New Property Identifiers Additional: See Schedule ☐		
Executions Additional: See Schedule ☐		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐		

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE REGIONAL MUNICIPALITY		
OF HAMILTON-WENTWORTH	CHAIRMAN	
	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
PELLIZZARI, John	<i>[Signature]</i>	1988 09 15
PELLIZZARI, Larry	<i>[Signature]</i>	1988 09 15
PELLIZZARI, Dennis	<i>[Signature]</i>	1988 09 15

(13) Address for Service

(14) Municipal Address of Property 86 East Avenue North, Hamilton, Ontario. L8L 5H7	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main Street West Hamilton, Ontario L8N 3T4	Fees and Tax Registration Fee _____ _____ _____ Total
--	---	--

Schedule "1"

THIS AGREEMENT made this 25th day of August 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

JOHN PELLIZZARI, LARRY PELLIZZARI and DENNIS PELLIZZARI,

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 86 East Avenue North in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth ~~Hamilton-Wentworth~~ more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 86 East Avenue North (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) 2 1/2 Storey Brick Dwelling (0.06m x 9.30m)
(hereinafter referred to collectively as "the works")

Onto the road allowance of Wilson Street, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of -Nil- or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

*

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, _____
set their hands and seals. _____

SIGNED, SEALED AND DELIVERED

in the Presence of

Barbara Cook

.....

APPLICANT:

JOHN PELLIZZARI

LARRY PELLIZZARI

DENNIS PELLIZZARI

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Chairman

Commissioner of Finance

Clerk

R. D. Meiers
APPROVED
DEPARTMENT OF ENGINEERING

January 1988

Additional Property Identifier(s) and/or Other Information

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and being composed of that part of Lot Number 176 on the north-east corner of East Avenue North and Wilson Street in the survey made for Hugh B. Wilson being registered plan number 223 more particularly described as follows:

COMMENCING at an iron bar planted at the intersection of the north limit of Wilson Street with the East limit of East Avenue North;

THENCE East along the north limit of Wilson Street a distance of sixty-seven feet nine and one-quarter inches (67 ft. 9 1/4 in.) more or less to the point where the same is intersected by the west face of the west wall of the house known as municipal no. 213 Wilson Street;

THENCE North along the west face of the west wall of house No. 213 Wilson Street a distance of eighteen feet one inch (18 ft. 1 in.) to a point;

THENCE West along the fence forming the north boundary of the lands herein described a distance of fifteen feet three and one-half inches (15 ft. 3 1/2 in.) to the north-east corner of the frame addition to the brick dwelling now erected upon the herein described parcel known as municipal No. 86 East Avenue North;

THENCE continuing in a westerly direction along the north face of the north wall of the said frame addition a distance of eight feet (8 ft.) to a point;

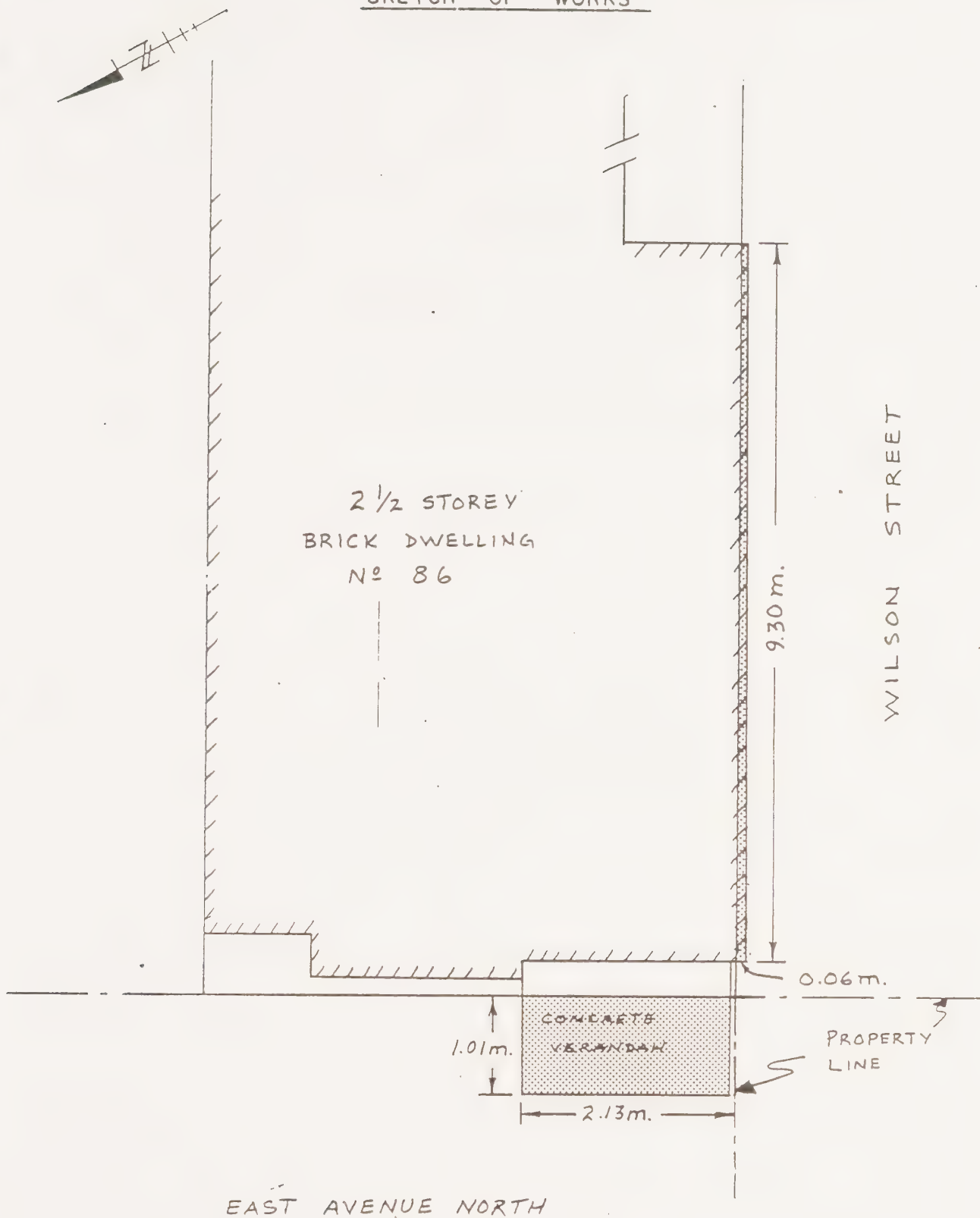
THENCE South along the west face of the wall of the said frame addition one foot two inches (1 ft. 2 in.) to a point;

Additional Property Identifier(s) and/or Other Information

THENCE West along the north face of the north wall of the said frame addition and of the brick building aforesaid and the same produced westerly a total distance of forty-six feet eight and one-half inches (46 ft. 8 1/2 in.) more or less to a point in the east limit of East Avenue North distant seventeen feet seven inches (17 ft. 7 in.) north from the north limit of Wilson Street;

THENCE South along the east limit of East Avenue North a distance of seventeen feet seven inches (17 ft. 7 in.) to the point of commencement.

SKETCH OF "WORKS"



DATED: _____

19 88

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

JOHN PELLIZZARI,
LARRY PELLIZZARI and
DENNIS PELLIZZARI

TWO PARTY
ENCROACHMENT
ADDRESS:

86 East Avenue North,
Hamilton, Ontario.

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-156

BILL NO. 1343

To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Owner, Gary Dell, owner of the said premises at 168 Queen Street North, Hamilton, is hereby granted the privilege of installing and maintaining the bay window and concrete porch and steps upon the highway allowance of Queen Street North, Hamilton, upon the terms and conditions contained in the agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 18th day of October 1988.

Approved
as to form
Regional
Clerk

Acting CLERK Pro Tempore

FOR OFFICE USE ONLY	(1) Registry ☐ Land Titles ☐		(2) Page 1 of _____ pages	
	(3) Property Identifier(s) _____ Block _____ Property _____		Additional: See Schedule ☐	
	(4) Nature of Document Encroachment Agreement			
	(5) Consideration See attached schedule Dollars \$ 1.00			
	(6) Description See attached Schedule "A"			
	(7) This Document Contains: _____		(a) Redescription New Easement Plan/Sketch ☐	

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s) _____

(10) Party(ies) (Set out Status or Interest)		Signature(s)		Date of Signature Y M D	
THE REGIONAL MUNICIPALITY OF		CHAIRMAN			
HAMILTON-WENTWORTH		REGIONAL CLERK			
		COMMISSIONER OF FINANCE			

(11) Address for Service P.O. Box 910, 119 King Street West, Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)		Signature(s)		Date of Signature Y M D	
DELL, Gary				1988 08 26	

(13) Address for Service 22 New Street Hamilton, Ontario L8P 4J4

(14) Municipal Address of Property 168 Queen Street North Hamilton, Ontario L8R 2W1	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main Street West Hamilton, Ontario L8N 3T4	Fees and Tax <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Registration Fee</td> <td style="width: 50px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;"></td> <td></td> </tr> <tr> <td style="padding: 2px;">Total</td> <td></td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

THIS AGREEMENT made this 9th day of August 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

GARY DELL

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as _____ in the _____ of _____, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # _____ on the _____ day of _____ 19 _____ approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item _____ in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 168 Queen Street North (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) Bay Window 0.35m x 1.83m
- (ii) Concrete Porch and Steps 1.43m x 2.38m
(hereinafter referred to collectively as "the works")

Onto the road allowance of Queen Street North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$109.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$ NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

22 New Street Hamilton, Ontario L8R 2W1

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, _____

set his hand and seal

SIGNED, SEALED AND DELIVERED)
in the Presence of)

APPLICANT



Gary Dell

.....)

.....)

.....)

.....)

.....)

.....)

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved: 4

Chairman

Commissioner of Finance

Clerk


APPROVED
DEPARTMENT OF ENGINEERING

January 1988

SCHEDULE "A"

ALL and singular that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth (formerly in the County of Wentworth) and being composed of part of Lot 3, Block "A" on the east side of Queen Street North, according to McElroy, Bamberger and Rymals Survey, registered in the Land Registry Office as Plan Number 119, more particularly described as follows

PREMISING that bearings are astronomic and referred to the easterly limit of Queen Street as shown on Plan BA-653 as being $N17^{\circ}31'19''E$ and relating all bearings herein thereto:

COMMENCING at an iron bar in the easterly limit of Queen Street North as established by Plan BA-653, distant sixty-six and eight one-hundredths feet (66.08') measured North seventeen degrees, thirty-one minutes and nineteen seconds East ($N17^{\circ}31'19''E$) from an iron bar defining the intersection of the northerly limit of Clarence Street and the easterly limit of Queen Street, the said iron bar defines the production westerly of the centerline of the party wall of dwellings #166 and #168.

THENCE sixteen and forty-five one-hundredths feet (16.45') measured North seventeen degrees, thirty-one minutes and nineteen seconds East ($N17^{\circ}31'19''E$) to a cut cross defining the production westerly of the centerline of the party wall of dwellings #168 and #170.

THENCE forty-one and fifty-seven one-hundredths feet (41.57') measured South seventy-one degrees, forty-four minutes and ten seconds East ($S71^{\circ}44'10''E$) to and along the centerline of the said party wall to a point in the easterly face of dwellings #168 and #170.

THENCE fifty and one one-hundredths feet (50.01') measured South seventy-four degrees, twenty-six minutes and thirty seconds East ($S74^{\circ}26'30''E$) to a point in the easterly limit of a lane.

THENCE sixteen and seventy-three one-hundredths feet (16.73') measured South nineteen degrees, thirty-four minutes and thirty seconds West ($S19^{\circ}34'30''W$) to a point.

THENCE sixty-three and forty-five one-hundredths feet (63.45') measured North seventy-three degrees, twenty-nine minutes and thirty seconds West ($N73^{\circ}29'30''W$) to and along an existing old chain link fence and its production to a point in the easterly face of dwellings #166 and #168 also being the centerline of the party wall of the said dwellings.

THENCE twenty-seven and fifty-five one-hundredths feet (27.55') measured North seventy-two degrees and three minutes West ($N72^{\circ}03'W$) along the said centerline and its production to an iron bar defining the point of commencement.

SUBJECT to a right of way for the owners and occupants of Lots 1, 2, 3, 4 and 5 and the south half of Lot 6 in the said survey over that part of the subject lands more particularly described as follows:

COMMENCING at the northeast corner of the herein before described lands.

THENCE sixteen and seventy-three one-hundredths feet (16.73') measured South nineteen degrees, thirty-four minutes and thirty seconds West ($S19^{\circ}34'30''W$) along the easterly limit of the said lands to a point.

THENCE ten and seventy-seven one-hundredths feet (10.77') measured North seventy-three degrees, twenty-nine minutes and thirty seconds West ($N73^{\circ}29'30''W$) to a point.

THENCE sixteen and fifty-four one-hundredths feet (16.54') measured North nineteen degrees, three minutes and ten seconds East ($N19^{\circ}03'10''E$) to a point.

THENCE ten and ninety-three one-hundredths feet (10.93') measured South seventy-four degrees, twenty-six minutes and thirty seconds East ($S74^{\circ}26'30''E$) to the point of commencement.

TOGETHER with a right of way in common with the owners and occupants of Lots 1, 2, 3, 4 and 5 and the south half of Lot 6 in the said survey more particularly described as follows:

FIRSTLY

COMMENCING at the southeast corner of the herein described lands.

THENCE eighty-two and ninety-one one-hundredths feet (82.91') measured South nineteen degrees, thirty-four minutes and thirty seconds West ($S19^{\circ}34'30''W$) to a point in the southerly limit of Clarence Street.

THENCE eighty-eight and three one-hundredths feet (88.03') measured North seventy-two degrees, one minute and twenty-three seconds West ($N72^{\circ}01'23''W$) along the southerly limit of Clarence Street to an iron bar in the easterly limit of Queen Street North.

THENCE fifteen and seventeen one-hundredths feet (15.17') measured North seventeen degrees, twenty-eight minutes and seven seconds East ($N17^{\circ}28'07''E$) along the easterly limit of Queen Street to an iron bar in the northerly limit of Clarence Street.

THENCE sixty-three and eighty-two one-hundredths feet (63.82') measured South seventy-two degrees, one minute and twenty-three seconds East ($S72^{\circ}01'23''E$) to a point.

THENCE nineteen and fifty one-hundredths feet (19.50') measured North sixty-seven degrees, thirty-six minutes and thirty-seven seconds East ($N67^{\circ}36'37''E$) to a point.

THENCE fifty-four and eighty-two one-hundredths feet (54.82') measured North nineteen degrees, three minutes and ten seconds East ($N19^{\circ}03'10''E$) to a point.

THENCE ten and seventy-seven one-hundredths feet (10.77') measured South seventy-three degrees, twenty-nine minutes and thirty seconds East ($S73^{\circ}29'30''E$) to the point of commencement.

SECONDLY

COMMENCING at the northeast corner of the herein described lands.

THENCE ten and ninety-three one-hundredths feet (10.93') measured North seventy-four degrees, twenty-six minutes and thirty seconds West ($N74^{\circ}26'30''W$) to a point.

THENCE ninety-seven and ninety-three one-hundredths feet (97.93') measured North nineteen degrees, three minutes and ten seconds East ($N19^{\circ}03'10''E$) to a point.

THENCE nineteen and fifty one-hundredths feet (19.50') measured North eleven degrees and thirty-six minutes West ($N11^{\circ}36'W$) to a point.

THENCE seventy-three and eighty-five one-hundredths feet (73.85') measured North seventy-two degrees and fourteen minutes West ($N72^{\circ}14'W$) to an iron bar in the easterly limit of Queen Street North.

THENCE thirteen and sixty-three one-hundredths feet (13.63') measured North seventeen degrees, thirty-one minutes and nineteen seconds East ($N17^{\circ}31'19''E$) along the easterly limit of Queen Street to a point in the face of the southerly brick wall of dwelling #184.

THENCE ninety-seven and ninety-seven one-hundredths feet (97.97') measured South seventy-two degrees and fourteen minutes East ($S72^{\circ}14'E$) along the said southerly face of the brick wall and production to a point.

THENCE twenty-eight and ninety-two one-hundredths feet (28.92') measured South twenty-three degrees West ($S23^{\circ}00'W$) to a point.

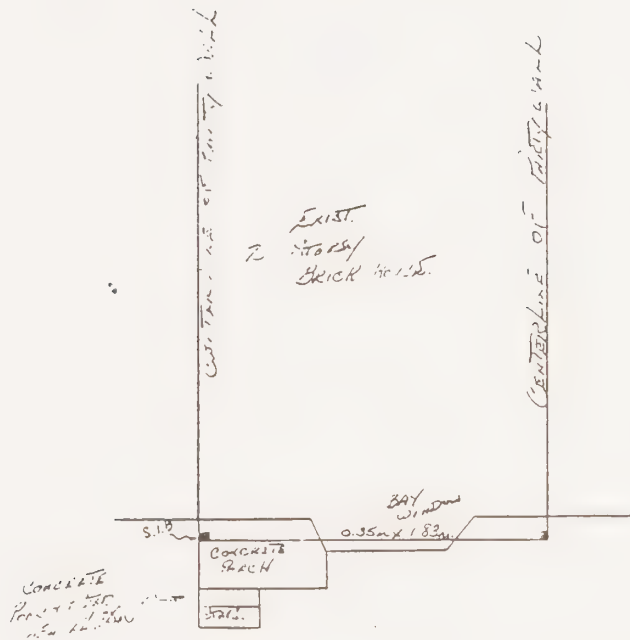
(continued.....)

Page 4

THENCE ninety-nine and thirty-six one-hundredths feet (99.36') measured South nineteen degrees, thirty-four minutes and thirty seconds West ($S19^{\circ}34'30''W$) to the point of commencement.

SCHEDULE "B"
SKETCH OF "WORKS"

T103-50()



168 QUEEN ST. N.

* NOTE : THIS IS NOT A PLAN OF SURVEY

DATED: 9th August

19 88

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

GARY DELL

TWO PARTY
ENCROACHMENT
ADDRESS: —

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-R88-158

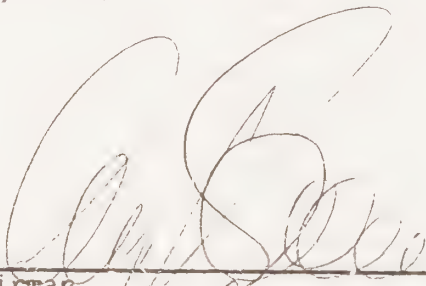
To Amend By-law R88-125 and to exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law R79-202.

WHEREAS upon application of certain shops outlined on Schedule "A-1" and "B" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. That By-law No. R88-125 be amended on Schedule "A" by deleting the date of Saturday, November 26, 1988, and replacing with the date of Saturday, November 12, 1988, as the exemption date for special sale for the stores within Eastgate Square.
2. THAT the occupiers of the shops named on Schedule "'A-1" and "B" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
3. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A-1" and "B" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 1st day of November, 1988.


Chairman


Clerk

(2)

SCHEDULE "A-1"

TO BY-LAW NO. R88- 158

Shops referred to in By-law No. R88- and located at the respective locations.

THAT the following retail shop(s) in the area municipalities of Hamilton, Dundas, Stoney Creek and Ancaster be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the date(s) and at the time(s) indicated:

1. STONEY CREEK

Eastgate Square
75 Centennial Parkway North
Stoney Creek, Ontario

Saturday, November 12, 1988
AND
Friday, December 23 1988
9:00 p.m. to 11:59 p.m.

Black's Cameras
Brewer's Retail
Big Steel
Bell Phonecentre
Brass 'n Lite
Canadian Imperial Bank
of Commerce
Cookies by George
Eastgate Dental Office
D'Allairs
Eye Masters
Elk's
Factors
Flash
Giggles Jr.
Heart Beeps
House of Knives
Jean Machine
Junors
Suzy Shier
Sweet Rosie's Cookies
Tan Jay
Tip Top Tailor
Vogel
The Wine Rack
Workworld
Lady Footlocker
Made In Japan
Manchu Wok
Mariposa
Moviola Cafe
Montreal Trust
Music World

SCHEDULE "B"

TO BY-LAW NO. R88- 158

2. ANCASTER

Monday, November 14, 1988
9:00 p.m. to 10:00 p.m.

Holly's Cards and Giftware

71 Wilson St. West
Ancaster, Ontario

3. HAMILTON

Downtown Hamilton Business
Improvement Area

Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Jacobsen Books & News

7 King St. E.
Hamilton, Ontario

Jewill Brothers Book Store

140 King St. E.
Hamilton, Ontario

My Very Own Book

140 King St. E.
Hamilton, Ontario

Zen Book Store

19 John St. N.
Hamilton, Ontario

Emily Otterman

35 King St. E.
Hamilton, Ontario

King & James Convenience

1 King St. E.
Hamilton, Ontario

Super Convenience

77 King St. E.
Hamilton, Ontario

Lens & Shutter Ltd.

140 King St. E.
Hamilton, Ontario

K-Mart Canada Ltd.

43 King St. E.
Hamilton, Ontario

Robinson-Ogilvy

18 James St. S.
Hamilton, Ontario

Woolworth's

19 King St. E.
Hamilton, Ontario

Super Bargain

168 King St. E.
Hamilton, Ontario

Guardian Drugs

101 Main St. E.
Hamilton, Ontario

Arbor Florists

10 John St. N.
Hamilton, Ontario

Jordan Livingston Furs Ltd.

140 King St. E.
Hamilton, Ontario

Laqua Furs of Canada

147 King St. E.
Hamilton, Ontario

Nadel Furs Inc.

137 King St. E.
Hamilton, Ontario

Steve's Fur & Leather Ltd.

25 John St. N.
Hamilton, Ontario

Royal Connaught Gift Shop

112 King St. E.
Hamilton, Ontario

Downtown Hamilton Business
Improvement Area (Cont'd)

Friday, November 18, 1988
9:00 p.m. to 11:59 p.m.

Tower Smoke & Gift Shop	140 King St. E. Hamilton, Ontario
Cerelli Jewellers Inc.	105 Main St. E., #510 Hamilton, Ontario
Hamilton Gold Centre	153 King St. E. Hamilton, Ontario
James Jewellers Ltd.	16 John St. N. Hamilton, Ontario
Melray Manufacturing Jewellers Ltd.	27 John St. N. Hamilton, Ontario
Markel Jewellers Ltd.	92 King St. E. Hamilton, Ontario
Sandlin's Gem Creations Ltd.	71 King St. E. Hamilton, Ontario
Victoria Jewellery & Watch Co.	140 King St. E. Hamilton, Ontario
Career Girl of Hamilton	139 King St. E. Hamilton, Ontario
Carol Campbell's Women's Apparel	140 King St. E. Hamilton, Ontario
Fay Jackson Ltd.	157 King St. E. Hamilton, Ontario
Juliana's Fashion Salon Ltd.	35 King St. E. Hamilton, Ontario
Leed's of Hamilton	125 King St. E. Hamilton, Ontario
Margo's Lingerie	140 King St. E. Hamilton, Ontario
Rainbow Shops	105 King St. E. Hamilton, Ontario
Reitman's	140 King St. E. Hamilton, Ontario
Ross' Ladies Wear	149 King St. E. Hamilton, Ontario
Second Fiddle	11 King St. E. Hamilton, Ontario
Wrappers	135 King St. E. Hamilton, Ontario
Marvin Caplan Gentlemen's Apparel	140 King St. E. Hamilton, Ontario
South Side	28 King St. E. Hamilton, Ontario
Terminal Tailor Shop	140 King St. E. Hamilton, Ontario
Connaught Lottery Terminal	140 King St. E. Hamilton, Ontario
Bailey School of Dancing	28 1/2 King St. E. Hamilton, Ontario
Musicland Studios	153 1/2 King St. E. Hamilton, Ontario

Downtown Hamilton Business
Improvement Area (Cont'd)

Friday, November 18, 1988

9:00 p.m. to 11:59 p.m.

Reggie's Music & Sound

Studio 33

Hamilton Contact
Lens Centre
Public Optical

Skinner Optical

Cheapies

Record World

Sam The Record Man

Arliss Shoe Store

Botega Shoe Salon

Dack's Shoes

Greco Shoe Rebuilders

Ingeborg Shoes Ltd.

Parlour Shoe Shine

Paul's Shoe Repair

Shoe Blitz Inc.

Jock Shop

Klassey T-Shirt Ltd.

Liza's Wool Boutique

Esquire TV & Video

Granada TV Rental

Majestic Sound Warehouse

27 John St. N.
Hamilton, Ontario
24 King St. E.
Hamilton, Ontario
115 Main St. E.
Hamilton, Ontario
164 King St. E.
Hamilton, Ontario
15 John St. N.
Hamilton, Ontario
87 King St. E.
Hamilton, Ontario
89 King St. E.
Hamilton, Ontario
17 King St. E.,
Hamilton, Ontario
55 King St. E.
Hamilton, Ontario
119 King St. E.
Hamilton, Ontario
96 King St. E.
Hamilton, Ontario
12 John St. N.
Hamilton, Ontario
140 King St. E.
Hamilton, Ontario
112 King St. E.
Hamilton, Ontario
17 John St. N.
Hamilton, Ontario
29 John St. N.
Hamilton, Ontario
6 John St. N.
Hamilton, Ontario
101 King St. E.
Hamilton, Ontario
140 King St. E.
Hamilton, Ontario
22 John St. N.
Hamilton, Ontario
65 King St. E.
Hamilton, Ontario
13-15 King St. E.
Hamilton, Ontario

4. HAMILTON

Saturday, November 5, 1988

AND

Saturday, December 10, 1988

9:00 p.m. to 11:59 p.m.

Zeller's

499 Mohawk Road E.
Hamilton, Ontario

5. STONEY CREEK

Friday, November 18, 1988

AND

Thursday, December 15, 1988

9:00 p.m. to 11:59 p.m.

Leather Fashions

R & D Books

102 Highway #8
Stoney Creek, Ontario
102 Highway #8
Stoney Creek, Ontario

6.

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Abinitio
Benetton
Bernie G.
Boat House Row
Campus Crew
Club Monaco
Coconut Joe
Esprit - The Next Exi
Kettle Creek
Komic Klotz
Leather Attic
Pantorama
Roots
Shapes
Station Cotton
Stitches
Thrifty's
University of Sweats
Ultimate Look
~~Pop '84~~
~~LeChateau~~
Barclays
Big Steel
Classy Formal Wear
DePaolo
Dockside
Frat House
Freeman Formals
Petrocelle
Tip Top Tailors
Aggies
Agnew Surpass
Aldo Boutique
Ashton Shoes
Athlete's Foot
Bata
Belinda & Brother
Calderone
Clark Shoes
Dolan Shoes
Hendry Sabrina
Kevin James
Le Chateau
Naturalizer
Panda Shoes
Rizzo Shoes
Scholl Shoes
Town Shoes

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Bank of Montreal (Ph.1)
Bank of Montreal (Ph.4)
Canada Trust
Chamberlain Exchange
General Trust
National Trust
Province of Ontario
Savings Bank
Royal Bank Money Machine
Royal Trust
Toronto Dominion Bank
Marlin Travel
Phase 4 Travel
Travel Square

Adel Alterations
Alex Murray Real Estate
City Shoe Bar
Connaught Tickets
Dental Offices
Farmers Market
Hamilton Library
Lottery Hop # 1
Lottery Hop # 2
Moneysworth & Best
Mr. Print All
Mr. Shoe Shine
Phone Centre
Post Office
Sterling Optical
Tridont Dental
Wrights Cleaners
A & A Records
Astral Photo
Atlantic Sound & Video
Black's Camera
Cinemas
Discus
Japan Camera
Music World
Sooters
Joseph's Coiffures
Salon Mirage
Total Image
Card & Candle
Coles Bookshop
Grand & Toy
Happy Hour Card'n Party
Paperchase
Scribbles
W.H. Smith

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Banana Republic
Brooks
Candy Case
Cinabon
Cultures
Denningers
Druxy's Deli
Gourmazing Cookies
Great Canadian Soup Co.
Horby's Deli
Kernal's
Laura Secord
Market Bakery
McDonald's Donuts (1)
McDonald's Donuts (2)
Mmmuffins
Mrs. Fields Cookies
National Bakery
Naturally Yoghurt
Nut Set
Oak Cafe
O'Tooles
Pasta Bella
Sausage House
Sbarro of New York
Steak Shop
Timothy's Coffees
Toby's
Treats
Boots Drug Store
Boots Pharmacy
Eatons
Marks & Spencer
A.D. Jewellery
C.B. Allan
Armenian Craftsman
Paul Balogh Jewellers
Bankdits
Birks
Fabbi
Fabrice
Ostrandors
Sassoon Jewellers
Howard Williams
A & W
Daffy's Donairs
European Foods
Horby's Good Eats
Koya Japan
Los Rios
Mai Lees
Mikes Submarines
New York Fries

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Orange Julious
Pips
Mrs. Vanelli's
Andre's Wines
Baby's Room
Battery One Stop
Bear With Me
Body Shop, The
Bombay Company
Bowring
Bowring Canadiana
Caryl Baker Visage
Clock Gallery
Collacutt Luggage
Collegiate Sports
Den for Men
Faces
Fashion Accents
H.A.U.T. International
Home China & Gift
House of Knives
I.P.C.O. Optical
It Store
Karma
La Cache
Lewiscraft
Lookmakers
Moyer's
Naturals
Panhandler
Phoenix Leather
Picadilly Place
Picture Place
Pot Pourri
Science Line
Second Cup
Smith/McKay Florist
Sox Clinic
Sue's Bathroom Boutique
Things Engraved
Tie Rack
Transit Shop Phase I
Transit Shop Phase II
Wiff 'n Puff

HAMILTON

JACKSON SQUARE MALL Cont'd
2 King Street West
Hamilton, Ontario
Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Addition-Elle
Adele's
Annie E.
Bianca Nygard
Bikini Village
Boutique Marie Claire
Braemar
Bride's Place
Cotton Ginny
D'Allairs
Divine One
Dream Shoppe
Edge, The
Emotions

Fair Lady Fashions
Fairweathers
Fay Jackson's
Fine Lines
Frill Seekers
Giggles
Heritage House
Holly's
Irene Hill
J. Michaels
Jacob
Just Petites
Lady's a Champ
Liptons
Mariposa
Models Centre
Mom & Me
Penningtons
Petites Town & Country

Raphael Mack
Ricki's
Shirley K. Maternity
Smart Set
Sportelle
Spree
Suzy Shier
Tall Girl
Tiamo
Toni
Town & Country

7. DUNDAS

University Plaza Merchants Association
 74 Plaza Drive
 Dundas, Ontario
 Friday, November 25, 1988
9:00 p.m. to 11:59 p.m.

Home Hardware
 Eddie Blacks
 Vera Hanna Fashion
 Food Table
 Bargain Harolds

Simpson Sears Catalogue
 University Lanes

Thompson & Baldwin

Contempra Gift shop
 W.E. Davies Opticians
 Kerns Jewellery
 S.S. Kresges Ltd.
 Langley Parisian
 Coles Book Store
 Radio Shack

_____ Restaurant

Dock Side
 Maher Shoes
 Shoppers Drug Mart
 Bank of Nova Scotia
 Hallmark
 Dressler's Shoe
 Town & Country Mens
 Hairstyling
 Maison Fritz
 Pioneer Gar Bar
 Good Turn

A & P Comp. Ltd.
 Miracle Food Mart

8. HAMILTON

Friday, December 9th, 1988
9:00 p.m. to 11:59 p.m.

Towers Department Store

640 Queenston Road
 Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-159

BILL NO. 1346

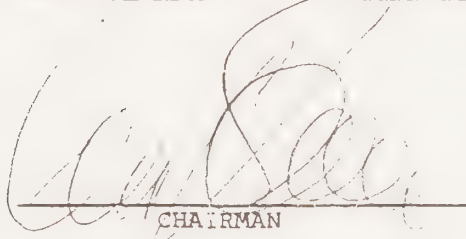
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

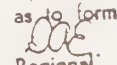
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Application, Mr. M. DiDonato, residing at 1117 Davenport Road, Toronto, and the Owner of the said premises at 255-265 James Street North, Hamilton, is hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of James Street North, erecting and maintaining an overhead aluminum canopy and fascia sign over the highway allowance of James Street North, Hamilton, upon the terms and conditions contained in the agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 1st day of November, 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor.

FOR OFFICE USE ONLY

(1) Registry ☐	Land Titles ☐	(2) Page 1 of _____ pages
(3) Property Identifier(s) Block Property		Additional: See Schedule ☐
(4) Nature of Document Encroachment Agreement		
(5) Consideration See Attached Schedule Dollars \$ 1.00		
(6) Description See Attached Schedule "A"		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch ☐	(b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
THE REGIONAL MUNICIPALITY OF	CHAIRMAN	
HAMILTON-WENTWORTH	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service P. O.Box 910, 119 King Street West, Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature Y M D
Mike Di Donato	<i>Mike Di Donato</i>	88 05 27

(13) Address for Service 1117 DAVENPORT RD., TORONTO, ONTARIO, M6G-2C3

(14) Municipal Address of Property 255-265 James St. N. Hamilton, Ontario.	(15) Document Prepared by: The Regional Municipality of Hamilton-Wentworth Engineering Department 71 Main Street West Hamilton, Ontario L8N 3T4	Fees and Tax <table border="1"> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

FOR OFFICE USE ONLY

THIS AGREEMENT made this 6th day of May, 1988

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

MIKE DI DONATO

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 255-265 JAMES ST. N. in the CITY of HAMILTON, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 255-265 James Street North, Hamilton, (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

- (i) Overhead Aluminum Canopy and Fascia Sign 1.52m by 36.7m and a minimum of 2.44m above the sidewalk

(hereinafter referred to collectively as "the works")

Onto the road allowance of 255-265 James Street North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$105.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$27.00 or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

1117 Davenport Rd.

Toronto, Ontario

M6G 2C3

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, set his
hand and seal.

SIGNED, SEALED AND DELIVERED

In the Presence of

APPLICANT:

MIKE DI DONATO

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Chairman

Commissioner of Finance

Clerk

R. D. Meers
APPROVED
DEPARTMENT OF ENGINEERING

January 1988

SCHEDULE "A"

DESCRIPTION OF LANDS

SKETCH OF "WORKS"



COLBORNE
STREET



DATED: 19

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and being composed of parts of what was formerly known as the Taylor Block and known in the plan and survey thereof filed in the Registry Office for the said City as Town Lots Number 14, 15, 16, 17, 18 and 19 on James Street in the said City of Zimmerman's Survey, Plan 37, the first two mentioned lots having a frontage of twenty feet and a depth of one hundred and sixty-one feet and six inches and the other four lots having the same frontage and a depth of one hundred and eleven feet six inches more or less according to said survey and plan.

ALSO that certain parcel or tract of land being part of an alleyway closed by order registered as 109924 Hamilton, and premises situate in rear of said Lots Sixteen, Seventeen, Eighteen and Nineteen having a width of ten feet and running southerly from Colborne Street the same width along the rear of said Lots to the northern limit of said Lot Number Fifteen.

THENCE WESTERLY the same width along the northern limit of said Lot 15 to Severn Street (formerly Centre Street) being the alleyway adjacent to said lots, excepting out of the said lands hereinbefore described that portion of said Lands heretofore sold to one Lomas more particularly described as follows:

ALL AND SINGULAR those certain parcels of land and premises situate, lying and being in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and being composed of those parts of Lots Number 14, 15, 16, 17, 18 and 19 on James Street in Zimmerman's Survey in said City more particularly described as follows:

COMMENCING at a point in the southern limit of Colborne Street distant seventy-two feet (72') westerly from the South-West angle of James and Colborne Streets, said point being also the North-West corner of the main building of the Hamilton Brass Manufacturing Works;

THENCE on a course South eighteen degrees West (S. 18° W.) along the western side of said Brass Manufacturing Works and its product southerly and parallel with James Street one hundred and twenty-eight feet (128') more or less to the northern limit of Lot Thirteen in Zimmerman's Survey;

THENCE WESTERLY along the said northern limit of said Lot Thirteen in said Zimmerman's Survey eighty-eight feet (88') more or less to the eastern limit of Severn Street (formerly Centre Street);

THENCE NORTHERLY along the said eastern limit of Severn Street forty-seven feet, nine inches (47' 9");

THENCE EASTERLY parallel with the said northern limit of said Lot 13, forty-one feet (41') more or less to where said course would intersect the eastern limit of Lot One in said Zimmerman's Survey produced southerly;

THENCE NORTHERLY along said southern production and said eastern limit of Lot One in Zimmerman's Survey eighty-three feet five inches (83' 5") more or less to the southern limit of Colborne Street;

THENCE EASTERLY along the said southern limit of Colborne Street forty-seven feet, nine inches (47' 9") more or less to the place of beginning;

SAVING AND EXCEPTING thereout and therefrom a strip of land two feet six inches (2' 6") in width and forty-eight feet (48') in length and being part of the East part of the lands above mentioned and more particularly described as follows:

COMMENCING on the East side of the lands above-mentioned and where the West limit of the West brick wall of the main building of the Elgin Development Land and Securities Company Limited would, if produced southerly, intersect the north side of the North foundry brick wall being about thirty-seven feet (37') from Colborne Street;

THENCE WESTERLY two feet six inches (2' 6") to the North-West corner of said foundry;

THENCE SOUTHERLY along the westerly limit of said foundry forty-eight feet (48');

THENCE EASTERLY two feet six inches (2' 6") more or less to where the course would intersect the western limit of main building produced southerly;

THENCE NORTHERLY forty-eight feet (48') more or less to the place of beginning.

The West limit of James Street is confirmed by The Boundaries Act application 776 registered instrument No. 700 C.D.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-160

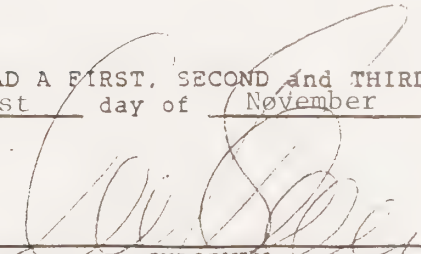
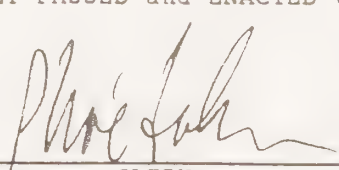
To Permit the Erection and Maintenance of
Objects Upon a Regional Road

WHEREAS Section 309(3) of The Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain and use objects in, on, under or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The application of Tec Est Consultants, on behalf of Canadian Liquid Air Ltd., is hereby granted the privilege of installing and maintaining a four-inch diameter underground gaseous oxygen pipeline upon the highway allowance of Birch Avenue North, Hamilton, upon the terms and conditions contained in the Agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED this
1st day of November, 1988.


CHAIRMAN
Approved
as to form
Regional
Solicitor
CLERK

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐	(2) Page 1 of _____ pages
	(3) Property Identifier(s) _____ Block _____ Property _____ Additional: See Schedule ☐	
	(4) Nature of Document ENCROACHMENT AGREEMENT	
	(5) Consideration See attached Schedule "1" Dollars \$	
	(6) Description See Attached Schedule "A" of Schedule "1"	
New Property Identifiers Additional: See Schedule ☐	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☒ Additional Parties ☐ Other ☐	
Executions Additional: See Schedule ☐		

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s) _____

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
THE REGIONAL MUNICIPALITY	CHAIRMAN	
OF HAMILTON-WENTWORTH	REGIONAL CLERK	
	COMMISSIONER OF FINANCE	

(11) Address for Service: P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
CANADIAN LIQUID AIR LTD.	A.G. Dyke,	
1155 Sherbrooke West	Executive Vice President	
MONTREAL, (Quebec)	J. Pierre Girouard,	
H3A 1H8	Secretary	

(13) Address for Service _____

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
	The Regional Municipality of Hamilton-Wentworth Transportation Department 71 Main St. W. HAMILTON, Ontario L8N 3T4	Registration Fee
		Total

Schedule "1"

THIS AGREEMENT made this day of 19

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

CANADIAN LIQUID AIR LTD.

Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as Birmingham Street, in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-Law # on the day of 198 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the applicant may, during the pleasure of Regional Council, construct, maintain and use pipelines (hereinafter referred to collectively as "the works") for the transmission of gaseous oxygen under the road allowances (hereinafter referred to as "the road allowances"), as shown on a sketch attached hereto as Schedule "B".

2. This agreement shall be registered in the Local Land Registry Office for the lands described in Schedule "A" at the expense of the Applicant. A registered duplicate of the agreement will be deposited with the Regional Clerk.

3. All fees, costs and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 18.

4. The sum of \$1,406.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

5. The Applicant and/or Owner shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$1,215.00 plus taxes, if applicable, or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

6. The applicant and the Owner shall use the works for the transmission of gaseous oxygen only.

7. The Applicant and its works shall not interfere with the use of the road allowance by the Region, the public or by any other person using the road allowance at the consent of the Region. In particular, the Applicant will not interfere with the free and safe passage of persons and vehicles using the said road allowance.

8. The Applicant does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death.

9. The Applicant shall, at its own cost, acquire and maintain for the duration of this agreement, comprehensive general liability insurance providing coverage against all third party liability claims including personal injury, bodily injury, property damage, contractual liability and contingent employer's liability. Such coverage shall have inclusive limits of not less than \$2,000,000.00 per claim/occurrence, and shall respond as primary and include a Cross Liability provision. Certified proof of the above-noted insurance must be filed with the Region at least 15 days prior to commencement of this agreement. Further, the policy shall include a provision that Insurers must notify the Region in writing within at least 30 days prior to any material change, cancellation or termination of the said coverage. Within 15 days of each anniversary date of the policy, the applicant shall forward to the Region a renewal certificate.

10. The Applicant acknowledges that it is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", and for the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, Chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 Chapter 250 as amended, and when the same become due and payable.

11. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

12. The Applicant agrees that in no event will the Region be responsible for any damage to the works howsoever caused.

13. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

14. Only the works herein authorized may be constructed, maintained, and used by the Applicant.

15. The design, construction and location of the said works, shall be previously approved by the Regional Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant in accordance with the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

16. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight (48) hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 23 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 3 of this agreement.

17. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

18. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 3 and/or by such legal action as it deems necessary.

19. The Applicant shall observe and comply with all provincial and federal parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

20. This Agreement is subject to all rights now or that may hereafter be vested in the Region, or the City of Hamilton or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the road allowance and without limiting the generality of the foregoing in regard to care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein. The Region expressly reserves to itself the right to construct services on, in and under the said road allowance. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

21. The Applicant will, during any maintenance or repair of the works, provide for and maintain free passage for all traffic, to, over and along said street or streets as shown on Schedule B, attached hereto.

22. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

23. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
HAMILTON, Ontario
L8P 4T9

or such other address as may hereinafter be assigned. Any notices to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

Canadian Liquid Air Ltd.
1155 Sherbrooke Street W.
MONTREAL, Quebec
H3A 1H8

24. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that subject to Paragraph 25, this Agreement shall ensure binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

25. The Applicant agrees that it will not sell or transfer the said works or assign the right permitted herein without permission first being obtained from the Region. Without in any way restricting the provisions of this Agreement, this clause shall not apply in the event of the sale of the entire trade, business, undertaking and all properties of the Applicant.

26. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

October, 1988

SCHEDULE "A"

DATED: _____

19 _____

THE REGIONAL MUNICIPALITY OF

HAMILTON-WENTWORTH

- to -

TWO PARTY ENCROACHMENT

ADDRESS:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-161BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 20 (No Parking Areas) of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by deleting from Section A (No Parking Anytime) the following item, namely:-

"Barton	South	commencing 114 feet east of James to a point 44 feet easterly therefrom".
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2. Schedule 24 (School Bus Loading Zones) of the said By-law is hereby amended by deleting therefrom the following items, namely:-

"Woodward	West	commencing 215 feet south of Brampton to a point 47 feet southerly therefrom	7:00 a.m. - 4:00 p.m. Mon. - Sat.
Woodward	West	commencing 368 feet south of Brampton to a point 35 feet southerly therefrom	7:00 a.m. - 4:00 p.m. Mon. - Sat.

and by adding thereto the following item, namely:-

"Woodward	West	commencing 215 feet south of Brampton to a point 82 feet southerly therefrom	7:00 a.m. - 4:00 p.m. Mon. - Sat."
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3. Schedule 26 (Designated Traffic Lanes) of the said By-law is hereby amended by adding thereto the following item, namely:-

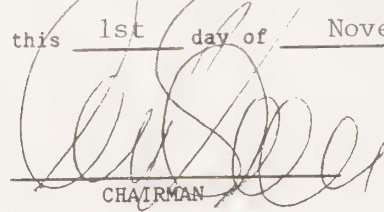
"Main	from 25 metres west of	Centre Lane	Anytime	Easterly to
	Cootes to Ewen			Northerly
				and
				Westerly to
				Southerly".

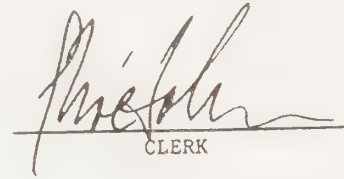
4. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

5. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-162

BILL NO. 1349

BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 23 (No Stopping Areas) of By-law R76-144 to Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding to Section A (No Stopping Anytime) the following items, namely:-

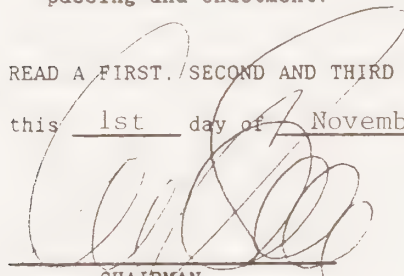
"Concession	South	East 26th to 52 feet east
Concession	South	East 26th to 44 feet west".

2. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

3. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 1st day of November 1988


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-163

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON ARVIN AVENUE FROM GLOVER ROAD TO 365 METERS WESTERLY, IN THE CITY OF STONEY CREEK.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

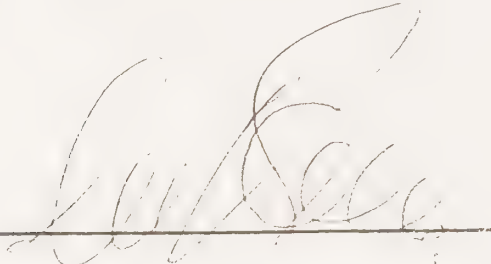
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 21st day of June, 1988, Clause 40 of the 12-88 Report of the Engineering Services Committee authorized the construction of a watermain on Arvin Avenue from Glover Road to 365 metres westerly, in the City of Stoney Creek as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

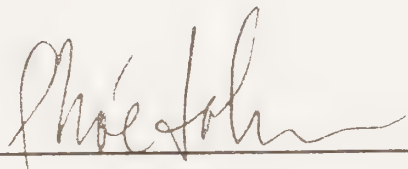
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said watermain on Arvin Avenue from Glover Road to 365 metres westerly, in the City of Stoney Creek at an estimated cost of \$ 96,200.00 and the said water service connections at an estimated cost of \$10,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$50,190.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$50,190.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$106,200.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW, NO. R88-163

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Watermain on Arvin Avenue from Glover Road to 365 metres westerly, in the City of Stoney Creek		\$ 96,200.00	\$ 46,010.00	\$50,190.00
and Related Water Service Connections.	\$1,000.00	\$ 10,000.00		\$10,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-164

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON ARVIN AVENUE FROM GLOVER ROAD TO 365 METERS WESTERLY, IN THE CITY OF STONEY CREEK.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Arvin Avenue from Glover Road to 365 metres westerly, in the City of Stoney Creek as a local improvement at an estimated cost of \$ 96,200.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$10,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and,

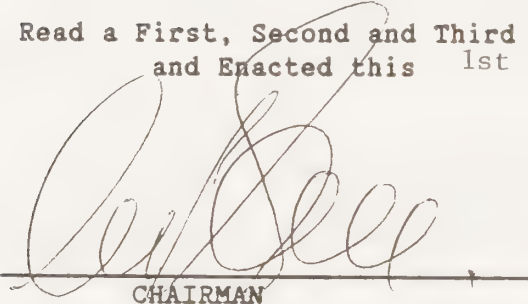
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$50,190.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-164

DESCRIPTION: Watermain

ESTIMATED COST: \$ 96,200.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Arvin Avenue from Glover Road to 365 metres westerly,
in the City of Stoney Creek.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 120 05000	Future Lot 1	69.688m	36.58m	33.108m	\$ 2,449.99	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 2	71.092m	0.0 m	71.092m	\$ 5,260.81	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 3	64.387m	0.0 m	64.387m	\$ 4,764.64	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 4	78.058m	0.0 m	78.058m	\$ 5,776.29	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 5	92.615m	0.0 m	92.615m	\$ 6,853.51	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 6	77.136m	0.0 m	77.136m	\$ 5,708.06	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 7	72.005m	0.0 m	72.005m	\$ 5,328.37	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 8	74.145m	0.0 m	74.145m	\$ 5,486.73	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 9	61.276m	0.0 m	61.276m	\$ 4,534.42	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 10	91.007m	36.58m	54.427m	\$ 4,027.60	Marathon Realty Co. Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-164

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Arvin Avenue from Glover Road to 365 metres westerly,
in the City of Stoney Creek.

NUMBER OF CONNECTIONS: 10

COST PER CONNECTION: \$1,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-165

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON SANDHILL DRIVE FROM TRADEWIND DRIVE TO APPROXIMATELY 241 METRES WESTERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

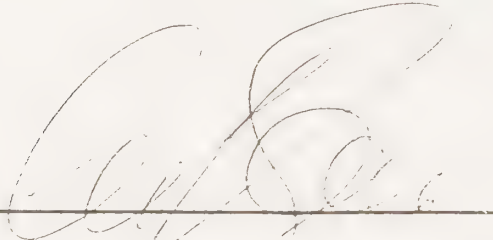
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 16th day of August, 1988, Clause 10 of the 16-88 Report of the Engineering Services Committee authorized the construction of a watermain on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said watermain on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster at an estimated cost of \$ 50,000.00 and the said water service connections at an estimated cost of \$10,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$31,384.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$31,384.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$ 60,000.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-165

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Watermain on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster		\$ 50,000.00	\$ 18,616.00	\$31,384.00
and Related Water Service Connections.	\$1,000.00	\$ 10,000.00		\$10,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-166

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON SANDHILL DRIVE FROM TRADEWIND DRIVE TO APPROXIMATELY 241 METRES WESTERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster as a local improvement at an estimated cost of \$ 50,000.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$10,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and,

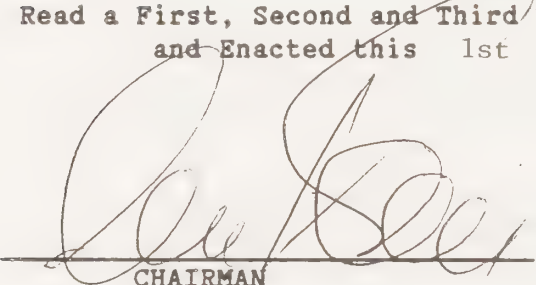
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$31,384.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved:
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO.R88-166

DESCRIPTION: Watermain

ESTIMATED COST: \$ 50,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Sandhill Drive from Tradewind Drive to approximately
241 metres westerly, in the Town of Ancaster

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 410 41600	Future Lot 5	118.99m	36.58m	82.41m	\$ 6,098.34	Stanlow Holdings Ltd.
100 410 41600	Future Lot 6	54.0 m	0.0 m	54.0 m	\$ 3,996.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 7	56.27m	0.0 m	56.27m	\$ 4,163.98	Stanlow Holdings Ltd.
100 410 41600	Future Lot 8	50.93m	0.0 m	50.93m	\$ 3,768.82	Stanlow Holdings Ltd.
100 410 41600	Future Lot 9	30.0 m	0.0 m	30.0 m	\$ 2,220.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 10	30.0 m	0.0 m	30.0 m	\$ 2,220.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 11	29.75m	0.0 m	29.75m	\$ 2,201.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 12	29.75m	0.0 m	29.75m	\$ 2,201.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 13	30.0 m	0.0 m	30.0 m	\$ 2,220.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 14	31.0 m	0.0 m	31.0 m	\$ 2,294.00	Stanlow Holdings Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-166

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Sandhill Drive from Tradewind Drive to approximately
241 metres westerly, in the Town of Ancaster

NUMBER OF CONNECTIONS: 10

COST PER CONNECTION: \$1,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-167

TO PROVIDE FOR

1. THE CONSTRUCTION OF A SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON SANDHILL DRIVE FROM TRADEWIND DRIVE TO APPROXIMATELY 241 METRES WESTERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

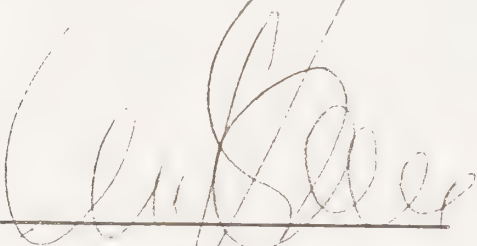
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 16th day of August, 1988, Clause 10 of the 16-88 Report of the Engineering Services Committee authorized the construction of sanitary sewers on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said sanitary sewer on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster at an estimated cost of \$ 86,000.00 and the said private drain connections at an estimated cost of \$15,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$63,616.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$63,616.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$101,000.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-167

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Sanitary Sewers on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster		\$ 86,000.00	\$ 22,384.00	\$63,616.00
and Related Private Drain Connections.	\$1,500.00	\$ 15,000.00		\$15,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-168

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE SANITARY SEWERS AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON SANDHILL DRIVE FROM TRADEWIND DRIVE TO APPROXIMATELY 241 METRES WESTERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install sanitary sewers on Sandhill Drive from Tradewind Drive to approximately 241 metres westerly, in the Town of Ancaster as a local improvement at an estimated cost of \$ 86,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$15,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and,

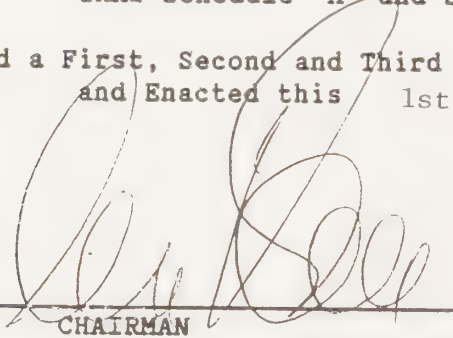
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$63,616.00 which shall be the portion of the total cost of the sewerworks to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

DESCRIPTION: Sanitary Sewers

ESTIMATED COST: \$ 86,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$150.00

LOCATION: Sandhill Drive from Tradewind Drive to approximately
241 metres westerly, in the Town of Ancaster

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 410 41600	Future Lot 5	118.99m	36.58m	82.41m	\$12,361.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 6	54.0 m	0.0 m	54.0 m	\$ 8,100.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 7	56.27m	0.0 m	56.27m	\$ 8,440.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 8	50.93m	0.0 m	50.93m	\$ 7,639.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 9	30.0 m	0.0 m	30.0 m	\$ 4,500.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 10	30.0 m	0.0 m	30.0 m	\$ 4,500.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 11	29.75m	0.0 m	29.75m	\$ 4,462.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 12	29.75m	0.0 m	29.75m	\$ 4,462.50	Stanlow Holdings Ltd.
100 410 41600	Future Lot 13	30.0 m	0.0 m	30.0 m	\$ 4,500.00	Stanlow Holdings Ltd.
100 410 41600	Future Lot 14	31.0 m	0.0 m	31.0 m	\$ 4,650.00	Stanlow Holdings Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-168

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Sanitary Sewers

LOCATION: Sandhill Drive from Tradewind Drive to approximately
241 metres westerly, in the Town of Ancaster

NUMBER OF CONNECTIONS: 10

COST PER CONNECTION: \$1,500.00

BY-LAW NO. R88-169

TO PROVIDE FOR

1. THE CONSTRUCTION OF A SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON ARVIN AVENUE FROM GLOVER ROAD TO 350 METERS WESTERLY, IN THE CITY OF STONEY CREEK.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

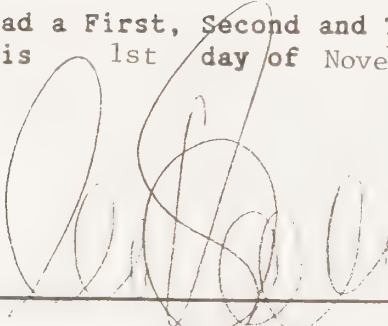
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 21st day of June, 1988, Clause 40 of the 12-88 Report of the Engineering Services Committee authorized the construction of the sanitary sewers on Arvin Avenue from Glover Road to 350 metres westerly, in the City of Stoney Creek as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

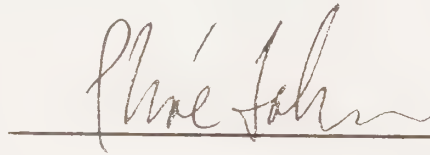
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said sanitary sewers on Arvin Avenue from Glover Road to 350 metres westerly, in the City of Stoney Creek at an estimated cost of \$125,000.00 and the said private drain connections at an estimated cost of \$18,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$101,737.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$101,737.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$143,000.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.



CHAIRMAN

CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-169

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Sanitary Sewers on Arvin Avenue from Glover Road to 350 metres westerly, in the City of Stoney Creek		\$125,000.00	\$ 23,263.00	\$101,737.00
and Related Private Drain Connections.	\$1,800.00	\$ 18,000.00		\$18,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-170

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION
OF A SPECIALLY ASSESSED RATE UPON THE OWNERS
OF LANDS ABUTTING THE SANITARY SEWERS AS DESCRIBED
IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED
RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE
DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B"
HERETO ON ARVIN AVENUE FROM GLOVER ROAD TO 350 METERS
WESTERLY, IN THE CITY OF STONEY CREEK.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a sanitary sewers on Arvin Avenue from Glover Road to 350 metres westerly, in the City of Stoney Creek as a local improvement at an estimated cost of \$125,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$18,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and,

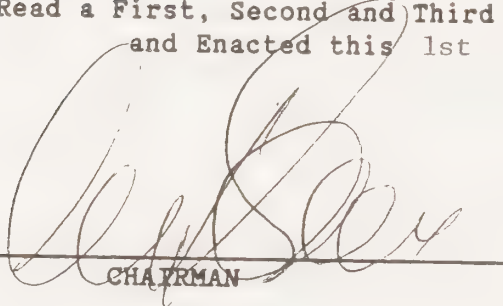
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

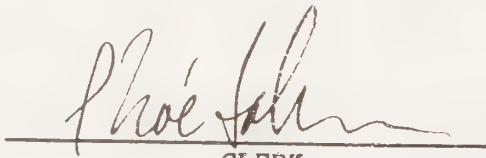
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$101,737.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

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Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-170

DESCRIPTION: Sanitary Sewers

ESTIMATED COST: \$125,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$150.00

LOCATION: Arvin Avenue from Glover Road to 350 metres westerly,
in the City of Stoney Creek.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 120 05000	Future Lot 1	69.688m	36.58m	33.108m	\$ 4,966.20	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 2	71.092m	0.0 m	71.092m	\$10,663.80	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 3	64.387m	0.0 m	64.387m	\$ 9,658.05	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 4	78.058m	0.0 m	78.058m	\$11,708.70	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 5	92.615m	0.0 m	92.615m	\$13,892.25	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 6	77.136m	0.0 m	77.136m	\$11,570.40	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 7	72.005m	0.0 m	72.005m	\$10,800.75	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 8	74.145m	0.0 m	74.145m	\$11,121.75	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 9	61.276m	0.0 m	61.276m	\$ 9,191.40	Marathon Realty Co. Ltd.
100 120 05000	Future Lot 10	91.007m	36.58m	54.427m	\$ 8,164.05	Marathon Realty Co. Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-170

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Sanitary Sewers

LOCATION: Arvin Avenue from Glover Road to 350 metres westerly,
in the City of Stoney Creek.

NUMBER OF CONNECTIONS: 10

COST PER CONNECTION: \$1,800.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-171

TO PROVIDE FOR

1. THE CONSTRUCTION OF A SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON HIGHWAY NO.2/NO.53 FROM TRADEWIND DRIVE TO APPROXIMATELY 204 METRES WESTERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

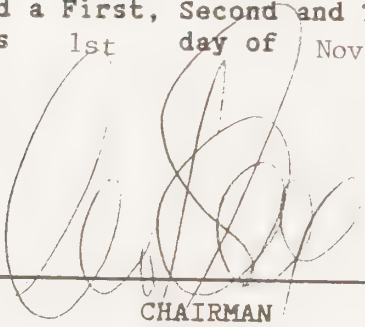
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 15th day of December, 1987, Clause 23 of the 22-87 Report of the Engineering Services Committee authorized the construction of the sanitary sewers on Highway No.2/No.53 from Tradewind Drive to approximately 204 metres westerly, in the Town of Ancaster as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

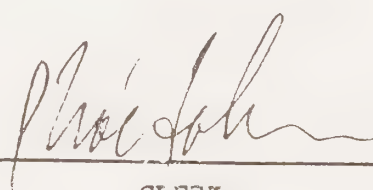
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

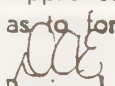
1. THAT the construction of the said sanitary sewers on Highway No.2/No.53 from Tradewind Drive to approximately 204 metres westerly, in the Town of Ancaster at an estimated cost of \$162,000.00 and the said private drain connections at an estimated cost of \$13,800.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$ 78,606.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$ 78,606.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$175,800.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN


CLERK

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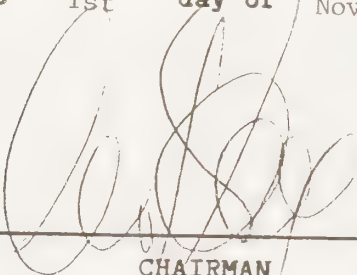
SCHEDULE "A"

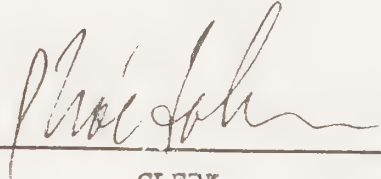
TO BY-LAW NO. R88-171

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Sanitary Sewers on Highway No.2/No.53 from Tradewind Drive to approximately 204 metres westerly, in the Town of Ancaster.		\$162,000.00	\$ 83,394.00	\$ 78,606.00
and Related Private Drain Connections.	\$2,300.00	\$ 13,800.00		\$13,800.00

- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$ 78,606.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$175,800.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-171

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Sanitary Sewers on Highway No.2/No.53 from Tradewind Drive to approximately 204 metres westerly, in the Town of Ancaster.		\$162,000.00	\$ 83,394.00	\$ 78,606.00
and Related Private Drain Connections.	\$2,300.00	\$ 13,800.00		\$13,800.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-172

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE SANITARY SEWERS AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON HIGHWAY NO.2/NO.53 FROM TRADEWIND DRIVE TO APPROXIMATELY 204 METRES WESTERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a sanitary sewers on Highway No.2/No.53 from Tradewind Drive to approximately 204 metres westerly, in the Town of Ancaster as a local improvement at an estimated cost of \$162,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$13,800.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and,

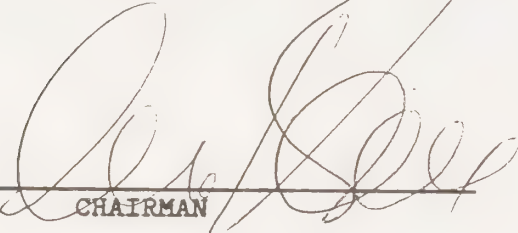
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

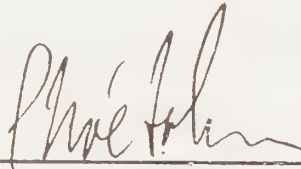
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$78,606.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-172

DESCRIPTION: Sanitary Sewers

ESTIMATED COST: \$162,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$150.00

LOCATION: Highway No.2/No.53 from Tradewind Drive to approximately
204 metres westerly, in the Town of Ancaster.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 220 33400	Con.3, Pt.Lt.33	121.91m	0.0 m	121.91m	\$18,286.50	G. & I. Burnham
100 220 33600	Con.3, Pt.Lt.33	76.2 m	0.0 m	76.2 m	\$11,430.00	Imperial Oil Co.Ltd.
100 220 34000	Con.3,Pt.Lt.32&33	129.49m	0.0 m	129.49m	\$19,423.50	Oak Gables Golf & C.C.
100 410 41600	Con.4, Pt.Lt. 32	89.76m	0.0 m	89.76m	\$13,464.00	Stanlow Holdings Ltd.
100 410 41400	Con.4, Pt.Lt. 32	106.68m	0.0 m	106.68m	\$16,002.00	B. Jaga

SCHEDULE "B" TO BY-LAW NO. R88-172

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Sanitary Sewers

LOCATION: Highway No.2/No.53 from Tradewind Drive to approximately
204 metres westerly, in the Town of Ancaster.

NUMBER OF CONNECTIONS: 6

COST PER CONNECTION: \$2,300.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-173

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON SHAVER ROAD FROM HWY #53 TO APPROXIMATELY 740 METRES SOUTHERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

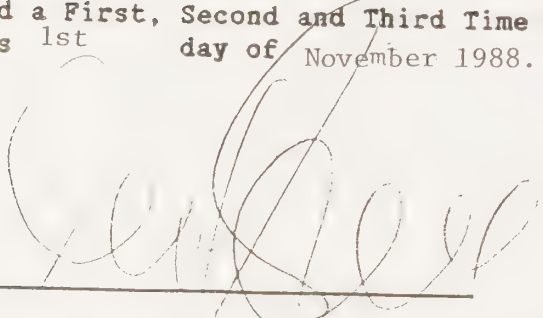
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 21st day of June, 1988, Clause 8 of the 12-88 Report of the Engineering Services Committee authorized the construction of a watermain on Shaver Road from Hwy. #53 to approximately 740 metres southerly, in the Town of Ancaster as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

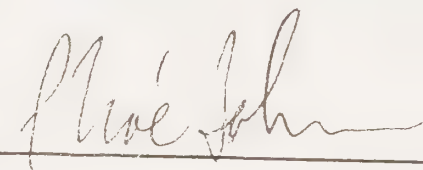
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said watermain on Shaver Road from Hwy. #53 to approximately 740 metres southerly, in the Town of Ancaster at an estimated cost of \$248,100.00 and the said water service connections at an estimated cost of \$20,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$69,737.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$69,737.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$268,100.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-173

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Watermain on Shaver Road from Hwy. #53 to approximately 740 metres southerly, in the Town of Ancaster		\$248,100.00	\$178,363.00	\$69,737.00
and Related Water Service Connections.	\$1,000.00	\$ 20,000.00		\$20,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-174

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON SHAVER ROAD FROM HWY #53 TO APPROXIMATELY 740 METRES SOUTHERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Shaver Road from Hwy. #53 to approximately 740 metres southerly, in the Town of Ancaster as a local improvement at an estimated cost of \$248,100.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$20,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and,

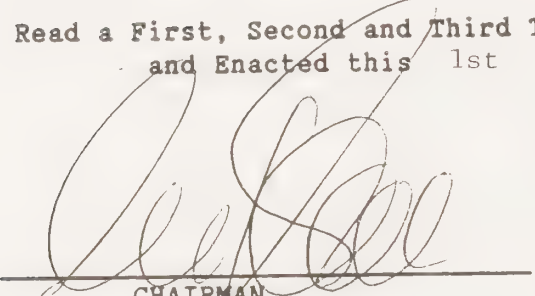
WHEREAS the Local Improvement Act, Section 24 and 3 authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$69,737.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO.R88-174

DESCRIPTION: Watermain

ESTIMATED COST: \$248,100.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Shaver Road from Hwy. #53 to approximately 740 metres southerly, in the Town of Ancaster

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1 ASSESSMENT ROLL NUMBER	2 DESCRIPTION OF LANDS	3 FRONTAGE OF ABUTTING LAND	4 EXEMPT FRONTAGE	5		6		7 ASSESSED OWNER
				FRONTAGE SUBJECT	TO RATE	ESTIMATED LUMP SUM CASH	PAYMENT	
100 410 43900	Con.4,Pt.Lt.36	171.25m	36.58m	134.67m		\$ 9,965.58		M. Coll
100 410 43400	Con.4,Pt.Lt.36	753.04m	36.58m	716.46m		\$53,018.04		M. Coll
100 410 72400	Con.4,Pt.Lt.37	67.84m	36.58m	31.26m		\$ 2,313.24		R. & M. Hunt
100 410 72300	Con.4,Pt.Lt.37	860.12m	800.12m	60.0 m		\$ 4,440.00		I. Bartels

SCHEDULE "B" TO BY-LAW NO. R88-174

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Shaver Road from Hwy. #53 to approximately 740 metres
southerly, in the Town of Ancaster

NUMBER OF CONNECTIONS: 20

COST PER CONNECTION: \$1,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-175

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON SPRINGBROOK AVENUE FROM THE NORTH END OF SPRINGBROOK AVENUE (APPROXIMATELY 1,040 METRES NORTH OF HWY. 53) TO APPROXIMATELY 207 METRES EASTERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 15th day of December, 1987, Clause 23 of the 22-87 Report of the Engineering Services Committee authorized the construction of a watermain on Springbrook Avenue from the north end of Springbrook Avenue (approximately 1,040 metres north of Hwy. 53) to approximately 207 metres easterly, in the Town of Ancaster as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the watermain on Springbrook Avenue from the north end of Springbrook Avenue (approximately 1,040 metres north of Hwy. 53) to approximately 207 metres easterly, in the Town of Ancaster at an estimated cost of \$117,000.00 and the said water service connections at an estimated cost of \$4,800.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$28,434.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

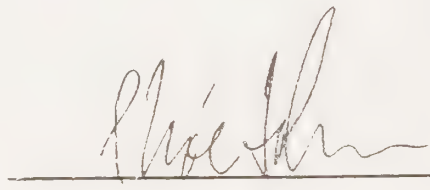
- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$28,434.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$121,800.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

SCHEDULE "A"

TO BY-LAW NO. R88-175

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Watermain on Springbrook Avenue from the north end of Springbrook Avenue (approximately 1,040 metres north of Hwy. 53) to approximately 207 metres easterly, in the Town of Ancaster		\$117,000.00	\$88,566.00	\$28,434.00
and Related Water Service Connections	\$800.00	\$ 4,800.00		\$ 4,800.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-176

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON SPRINGBROOK AVENUE FROM THE NORTH END OF SPRINGBROOK AVENUE (APPROXIMATELY 1,040 METRES NORTH OF HWY. 53) TO APPROXIMATELY 207 METRES EASTERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Springbrook Avenue from the north end of Springbrook Avenue (approximately 1,040 metres north of Hwy. 53) to approximately 207 metres easterly, in the Town of Ancaster as a local improvement at an estimated cost of \$117,000.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$4,800.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and,

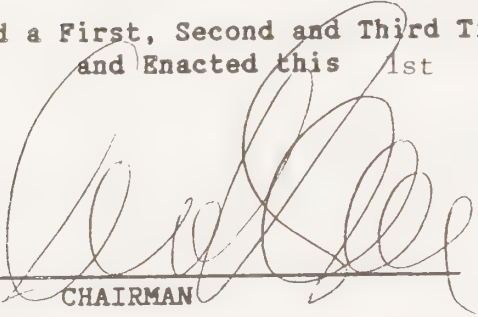
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$28,434.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-176

DESCRIPTION: Watermain

ESTIMATED COST: \$117,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Springbrook Avenue from the north end of Springbrook Avenue (approximately 1,040 metres north of Hwy. 53) to approximately 207 metres easterly, in the Town of Ancaster.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 280 22200	Con. 3, Pt. Lt. 50	84.58m	36.58m	48.0m	\$3,552.00	W. Coles
100 280 22400	"	30.48m	0m	30.48m	\$2,255.52	R. & M. Swift
100 280 22600	"	30.48m	0m	30.48m	\$2,255.52	E. Watson
100 280 22800	"	30.48m	0m	30.48m	\$2,255.52	K. & D. Doucette
100 280 23000	"	30.48m	0m	30.48m	\$2,255.52	N. Rollins
100 280 11200	Con. 3, Pt. Lt. 49&50	214.32m	0m	214.32m	\$15,859.68	551908 Ontario Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-176

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Springbrook Avenue from the north end of
Springbrook Avenue (approximately 1,040 metres
north of Hwy. 53) to approximately 207 metres
easterly, in the Town of Ancaster

NUMBER OF CONNECTIONS: 6

COST PER CONNECTION: \$800.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-177

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON MEADOWLANDS INDUSTRIAL PARK, PART 2: MOHAWK ROAD FROM OLD MOHAWK ROAD TO APPROXIMATELY 600 METRES WESTERLY TO AN EASEMENT; EASEMENT FROM MOHAWK ROAD TO NORTH END OF FUTURE STREET A; FUTURE STREET A FROM NORTH END TO GOLF LINKS ROAD AND FUTURE STREET B FROM FUTURE STREET A TO APPROXIMATELY 130 METRES WESTERLY, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

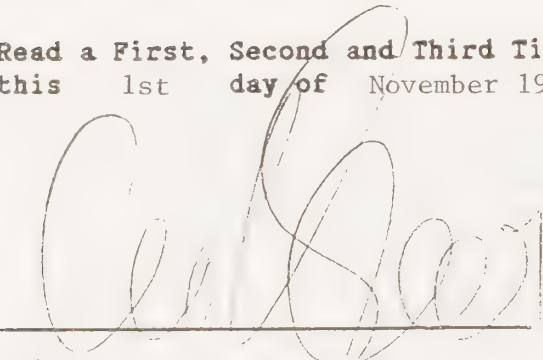
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 20th day of September, 1988, Clause 6 of the 18-88 Report of the Engineering Services Committee authorized the construction of a watermain on Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster as a local improvement under Section 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

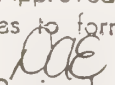
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

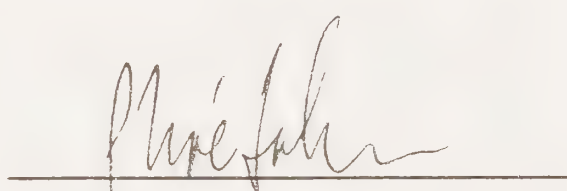
1. THAT the construction of the watermain on Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster at an estimated cost of \$460,000.00 and the said water service connections at an estimated cost of \$18,900.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$100,758.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$100,758.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$478,900.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

SCHEDULE "A"

TO BY-LAW NO. R88-177

DESCRIPTION	COST PER CONNECTION	TOTAL COST	REGION'S SHARE OF COST	OWNER'S SHARE OF COST
Watermain on Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster		\$460,000.00	\$359,242.00	\$100,758.00
and Related Water Service Connections	\$1,350.00	18,900.00		\$ 18,900.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-178

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON MEADOWLANDS INDUSTRIAL PARK, PART 2: MOHAWK ROAD FROM OLD MOHAWK ROAD TO APPROXIMATELY 600 METRES WESTERLY TO AN EASEMENT; EASEMENT FROM MOHAWK ROAD TO NORTH END OF FUTURE STREET A; FUTURE STREET A FROM NORTH END TO GOLF LINKS ROAD AND FUTURE STREET B FROM FUTURE STREET A TO APPROXIMATELY 130 METRES WESTERLY, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster as a local improvement at an estimated cost of \$460,000.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$18,900.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and,

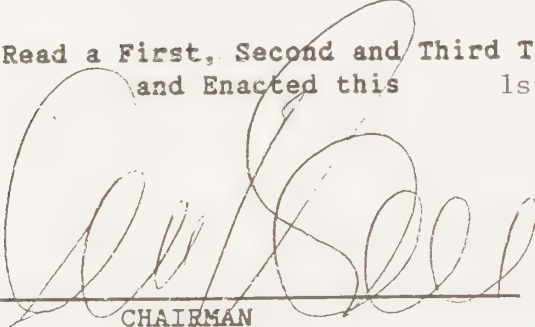
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$100,758.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;

- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.
- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

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SCHEDULE "A" TO BY-LAW NO. R88-178

DESCRIPTION: Watermain

ESTIMATED COST: \$460,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1 ASSESSMENT ROLL NUMBER	2 DESCRIPTION OF LANDS	3 FRONTAGE OF ABUTTING LAND	4 EXEMPT FRONTAGE	5		6		7 ASSESSED OWNER
				FRONTAGE SUBJECT	TO RATE	ESTIMATED LUMP SUM CASH	PAYMENT	
100 280 06600	Con.2,Pt.Lt.51&52	342.63m	0m	342.63m		\$25,354.62		551908 Ontario Ltd.
100 280 10200	Street "A" & "B" Lots 1, 3-15, Blocks 17-18	1,092.12m	73.16m	1,018.96m		75,403.04		"

SCHEDULE "B" TO BY-LAW NO. R88-178

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Meadowlands Industrial Park, Part 2: Mohawk Road from Old Mohawk Road to approximately 600 metres westerly to an easement; easement from Mohawk Road to north end of future Street A; future Street A from north end to Golf Links Road and future Street B from future Street A to approximately 130 metres westerly, in the Town of Ancaster

NUMBER OF CONNECTIONS: 14

COST PER CONNECTION: \$1,350.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-179

TO PROVIDE FOR

1. THE CONSTRUCTION OF SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON MEADOWLANDS INDUSTRIAL PARK: STREET A (APPROXIMATELY 1,630 METRES WEST OF MOUNTAIN HORNING ROAD) FROM GOLF LINKS ROAD TO NORTH END OF STREET; STREET B FROM STREET A (APPROXIMATELY 1,630 METRES WEST OF UPPER HORNING ROAD) TO APPROXIMATELY 120 METRES WESTERLY; GOLF LINKS ROAD FROM APPROXIMATELY 124 METRES WEST OF STREET A TO APPROXIMATELY 165 METRES EAST OF STREET A, IN THE TOWN OF ANCASTER.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 20th day of September, 1988, Clause 6 of the 18-88 Report of the Engineering Services Committee authorized the construction of Sanitary Sewers on Meadowlands Industrial Park: Street A (approximately 1,630 metres west of Mountain Horning Road) from Golf Links Road to north end of street; Street B from Street A (approximately 1,630 metres west of Upper Horning Road) to approximately 120 metres westerly; Golf Links Road from approximately 124 metres west of Street A to approximately 165 metres east of Street A, in the Town of Ancaster as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said sanitary sewers on Meadowlands Industrial Park: Street A (approximately 1,630 metres west of Mountain Horning Road) from Golf Links Road to north end of street; Street B from Street A (approximately 1,630 metres west of Upper Horning Road) to approximately 120 metres westerly; Golf Links Road from approximately 124 metres west of Street A to approximately 165 metres east of Street A, in the Town of Ancaster at an estimated cost of \$760,000.00 and the said private drain connections at an estimated cost of \$37,800.00 is hereby authorized, as set out on Schedule "A" hereto.

- 2.(a) THAT the share of the estimated cost of the described sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$206,485.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.
- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$206,485.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$797,800.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.

CHAIRMAN

Approved
as to form
Regional
Solicitor

CLERK

SCHEDULE "A"

TO BY-LAW NO. R88-179

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Sanitary Sewers - Meadowlands Industrial Park: <u>Street A</u> (approx. 1,630 metres west of Mountain Horning Road) from Golf Links Road to north end of Street; <u>Street B</u> from <u>Street A</u> (approx. 1,630 metres west of Upper Horning Road) to approx. 120 metres westerly; <u>Golf Links Road</u> from approx. 124 metres west of <u>Street A</u> to approx. 165 metres east of <u>Street A</u> , in the Town of Ancaster		\$760,000.00	\$553,515.00	\$206,485.00
and Related Private Drain Connections	\$1,800.00	37,800.00		37,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-180

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE SANITARY SEWERS AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON MEADOWLANDS INDUSTRIAL PARK: STREET A (APPROXIMATELY 1,630 METRES WEST OF MOUNTAIN HORNING ROAD) FROM GOLF LINKS ROAD TO NORTH END OF STREET; STREET B FROM STREET A (APPROXIMATELY 1,630 METRES WEST OF UPPER HORNING ROAD) TO APPROXIMATELY 120 METRES WESTERLY; GOLF LINKS ROAD FROM APPROXIMATELY 124 METRES WEST OF STREET A TO APPROXIMATELY 165 METRES EAST OF STREET A, IN THE TOWN OF ANCASTER.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install sanitary sewers on Meadowlands Industrial Park: Street A (approximately 1,630 metres west of Mountain Horning Road) from Golf Links Road to north end of street; Street B from Street A (approximately 1,630 metres west of Upper Horning Road) to approximately 120 metres westerly; Golf Links Road from approximately 124 metres west of Street A, to approximately 165 metres east of Street A in the Town of Ancaster as a local improvement at an estimated cost of \$760,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$37,800.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and,

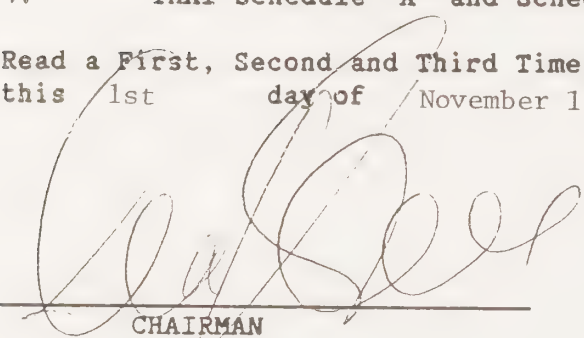
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

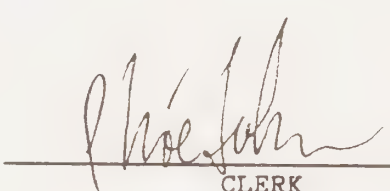
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$206,485.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;

- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.
- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

DESCRIPTION: Sanitary Sewers

ESTIMATED COST: \$760,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$150.00

LOCATION: Meadowlands Industrial Park: Street A (approx. 1,630 metres west of Mountain Horning Road) from Golf Links Road to north end of street; Street B from Street A (approx. 1,630 metres west of Upper Horning Road) to approx. 120 metres westerly; Golf Links Road from approx. 124 metres west of Street A to approx. 165 metres east of Street A, in the Town of Ancaster.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
100 280 10200	Street "A": Lot 1, 3-15, Blocks 17-18	869.12m	0m	869.12m	\$130,368.00	551908 Ontario Ltd.
100 280 10200	Street "B" Lots 3 & 4	223.0m	73.16m	149.84m	\$ 22,476.00	" "
100 280 10200	Golf Links Rd. Lots 1-2, 15-16	268.0m	73.16m	194.84m	\$ 29,226.00	" "
100 280 12400	Con.3,Pt.Lts. 51 & 52	20.17m	0m	20.17m	\$ 3,025.50	" "
100 280 11200	Con.3,Pt.Lts. 49 & 50	15.19m	0m	15.19m	\$ 2,278.50	" "
100 280 11600	Con.3,Pt.Lt.51	61.27m	0m	61.27m	\$ 9,190.50	H. & A. Taylor
100 280 11800	Con.3,Pt.Lt.51	40.23m	0m	40.23m	\$ 6,034.50	J. & N. Sexton
100 280 12000	Con.3,Pt.Lt.51	25.91m	0m	25.91m	\$ 3,886.50	R. & M. Murphy

SCHEDULE "B" TO BY-LAW NO. R88-180

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: SANITARY SEWERS

LOCATION: MEADOWLANDS INDUSTRIAL PARK: STREET A (APPROX. 1,630 METRES WEST OF MOUNTAIN HORNING ROAD) FROM GOLF LINKS ROAD TO NORTH END OF STREET; STREET B FROM STREET A (APPROX. 1,630 METRES WEST OF UPPER HORNING ROAD) TO APPROX. 120 METRES WESTERLY; GOLF LINKS ROAD FROM APPROX. 124 METRES WEST OF STREET A, TO APPROX. 165 METRES EAST OF STREET A, IN THE TOWN OF ANCASTER.

NUMBER OF CONNECTIONS: 21

COST PER CONNECTION: \$1,800.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-181

TO PROVIDE FOR

1. THE CONSTRUCTION OF SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO
MOUNT HOPE SANITARY SEWERS: HIGHWAY NO 6 FROM 508 METRES NORTH OF DICKENSON ROAD TO 1,012 METRES SOUTH OF DICKENSON ROAD; HIGHWAY NO. 6 FROM 220 METRES SOUTH OF ENGLISH CHURCH ROAD TO HOMESTEAD DRIVE; HOMESTEAD DRIVE FROM HIGHWAY NO. 6 SOUTHERLY TO AIRPORT ROAD; AIRPORT ROAD FROM HOMESTEAD DRIVE TO 1,262 METRES WEST OF HOMESTEAD DRIVE, IN THE TOWNSHIP OF GLANBROOK
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE SANITARY SEWERS
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 16th day of August, 1988, Clause 9 of the 16-88 Report of the Engineering Services Committee authorized the construction of sanitary sewers - Mount Hope Sanitary Sewers: Highway No. 6 from 508 metres north of Dickenson Road to 1,012 metres south of Dickenson Road; Highway No. 6 from 220 metres south of English Church Road to Homestead Drive; Homestead Drive from Highway No. 6 southerly to Airport Road; Airport Road from Homestead Drive to 1,262 metres west of Homestead Drive, in the Township of Glanbrook as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said sanitary sewers - Mount Hope Sanitary Sewers: Highway No. 6 from 508 metres north of Dickenson Road to 1,012 metres south of Dickenson Road; Highway No. 6 from 220 metres south of English Church Road to Homestead Drive; Homestead Drive from Highway No. 6 southerly to Airport Road; Airport Road from Homestead Drive to 1,262 metres west of Homestead Drive, in the Township of Glanbrook at an estimated cost of \$2,470,000.00 and the said private drain connections at an estimated cost of \$288,000.00 is hereby authorized, as set out on Schedule "A" hereto.

- 2.(a) THAT the share of the estimated cost of the described sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$1,500,135.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.
- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$1,500,135.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$2,758,000.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1983.

CHAIRMAN

Approved
as to form

Regional
Solicitor

CLERK

SCHEDULE "A"

TO BY-LAW NO. R88-181

DESCRIPTION

COST PER CONNECTION

TOTAL COST

REGION'S SHARE OF COST

OWNER'S SHARE OF COST

Sanitary Sewers -
Mount Hope Sanitary
Sewers: Highway No. 6
from 508 metres north of
Dickenson Road to 1,012
metres south of Dickenson
Road; Highway No. 6 from
220 metres south of
English Church Road to
Homestead Drive; Homestead
Drive from Highway No. 6
southerly to Airport Road;
Airport Road from Homestead
Drive to 1,262 metres west
of Homestead Drive, in
the Township of Glanbrook

\$2,000.00

\$ 288,000.00

\$ 288,000.00

and Related Private
Drain Connections.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-182

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE SANITARY SEWERS AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO - MOUNT HOPE SANITARY SEWERS: HIGHWAY NO. 6 FROM 508 METRES NORTH OF DICKENSON ROAD TO 1,012 METRES SOUTH OF DICKENSON ROAD; HIGHWAY NO. 6 FROM 220 METRES SOUTH OF ENGLISH CHURCH ROAD TO HOMESTEAD DRIVE; HOMESTEAD DRIVE FROM HIGHWAY NO. 6 SOUTHERLY TO AIRPORT ROAD; AIRPORT ROAD FROM HOMESTEAD DRIVE TO 1,262 METRES WEST OF HOMESTEAD DRIVE, IN THE TOWNSHIP OF GLANBROOK.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install sanitary sewers - Mount Hope Sanitary Sewers: Highway No. 6 from 508 metres north of Dickenson Road to 1,012 metres south of Dickenson Road; Highway No. 6 from 220 metres south of English Church Road to Homestead Drive; Homestead Drive from Highway No. 6 southerly to Airport Road; Airport Road from Homestead Drive to 1,262 metres west of Homestead Drive, in the Township of Glanbrook as a local improvement at an estimated cost of \$2,470,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$288,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and,

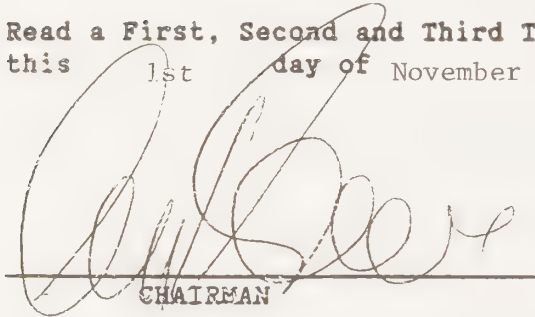
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$1,500,135.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.



CHAIRMAN



CLERK

Approved
as to form
-006-
Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-182

DESCRIPTION: Sanitary Sewers

ESTIMATED COST: \$2,470,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$150.00

LOCATION: Mount Hope Sanitary Sewers: Highway No. 6 from 508 metres north of Dickenson Road to 1,012 metres south of Dickenson Road; Highway No. 6 from 220 metres south of English Church Road to Homestead Drive, Homestead Drive from Highway No. 6 southerly to Airport Road; Airport Road from Homestead Drive to 1,262 metres west of Homestead Drive, in the Township of Glanbrook.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 310 17200	Con.3,Pt.Lt.5	30.48m	0m	30.48m	\$ 4,572.00	W. & A. DeMille
200 310 17000	"	30.48m	0m	30.48m	\$ 4,572.00	G. Ewart
200 310 16990	"	30.48m	0m	30.48m	\$ 4,572.00	N. & C. Ewart
200 310 16600	"	432.52m	0m	432.52m	\$64,878.00	Transport Canada
200 310 16800	"	76.24m	0m	76.24m	\$11,436.00	H. Hunt
200 310 16400	"	41.15m	0m	41.15m	\$ 6,172.50	R. & J. Hyslop
200 310 16200	"	45.72m	0m	45.72m	\$ 6,858.00	M. Denaeghel
200 310 16000	"	329.05m	0m	329.05m	\$49,357.50	Harold L. Smith

SCHEDULE "A" (2)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 210 42400	Con. 2, Pt. Lt. 5	45.92m	0m	45.92m	\$ 6,888.00	J. Dam
200 210 42200	"	22.95m	0m	22.95m	\$ 3,442.50	W. & A. Kaesler
200 210 42000	"	22.86m	0m	22.86m	\$ 3,429.00	W. Murchie
200 210 41800	"	45.72m	0m	45.72m	\$ 6,858.00	J. & G. Murchie
200 210 41600	"	40.26m	0m	40.26m	\$ 6,039.00	G. Vanderheide
200 210 41400	"	40.67m	0m	40.67m	\$ 6,100.50	E. & C. Sotola
200 210 41200	"	10.04m	0m	10.04m	\$ 1,506.00	M. & M. Kane
200 210 41100	"	17.07m	0m	17.07m	\$ 2,560.50	D. & W. Lowe
200 210 41050	"	13.41m	0m	13.41m	\$ 2,011.50	M. Leblanc
200 210 41000	"	13.02m	0m	13.02m	\$ 1,953.00	J. & L. Evelyn
200 210 40800	"	15.25m	0m	15.25m	\$ 2,287.50	P. Weerdenburg
200 210 40000	"	15.23m	0m	15.23m	\$ 2,284.50	K. Bedley
200 210 39800	"	18.13m	0m	18.13m	\$ 2,719.50	A. & B. Giroux
200 210 39600	"	18.27m	0m	18.27m	\$ 2,740.50	V. & B. Parkin
200 210 39400	"	18.27m	0m	18.27m	\$ 2,740.50	A. & A. Duerksen
200 210 39200	"	21.32m	0m	21.32m	\$ 3,198.00	A. & E. Duerksen
200 210 39000	"	107.28m	0m	107.28m	\$16,092.00	R. Felker

SCHEDULE "A" (3)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 320 00600	Reg.Comp. Plan 1486,Lt.3	137.16m	0m	137.16m	\$20,574.00	R.C. Episcopal Corp.
200 320 20000	Reg.Comp.Plan 1486,Pt.Lt.25	339.30m	0m	339.30m	\$50,895.00	Cameron & Johnson Ltd.
200 320 00800	Plan 1486, Lot 2	37.91m	0m	37.91m	\$ 5,686.50	M. Kellelt
200 320 01000	Plan 1486, Lot 1	45.75m	0m	45.75m	\$ 6,862.50	D. & C. Barry
200 320 01200	Reg.Comp.Plan 1485,Pt.Lt.1	30.48m	0m	30.48m	\$ 4,572.00	R. & G. Logan
200 320 01400	"	30.48m	0m	30.48m	\$ 4,572.00	B. & R. Logan
200 320 01600	Plan 1485, Lot 2	30.48m	0m	30.48m	\$ 4,572.00	E. & D. Logan
200 320 02000	Plan 1485, Lot 3	30.48m	0m	30.48m	\$ 4,572.00	D. & J. Sansome
200 320 02200	Plan 1485, Lot 4	48.49m	0m	48.49m	\$ 7,273.50	H. Pitts
200 320 02400	Plan 1485, Lot 5	30.48m	0m	30.48m	\$ 4,572.00	J. Pitts
200 320 02600	Plan 1485, Lot 6	30.48m	0m	30.48m	\$ 4,572.00	Mac-Pitts Ltd.
200 320 02800	Plan 1485, Lot 7	28.12m	0m	28.12m	\$ 4,218.00	H. Pitts
200 320 03200	Plan 1485, Lot 8	30.48m	0m	30.48m	\$ 4,218.00	J. Pitts
200 320 03400	Plan 1485, Lot 9	60.96m	0m	60.96m	\$ 9,144.00	Baldin & Beltrame Const.Lt.
200 320 03600	Plan 1485, Lot 10	20.12m	0m	20.12m	\$ 3,018.00	H. Okuloski
200 320 03800	Plan 1485, Lot 11	30.48m	0m	30.48m	\$ 4,572.00	James Pitts
200 320 04000	Plan 1485, Lot 12	30.48m	0m	30.48m	\$ 4,572.00	Mac-Pitts Ltd.

SCHEDULE "A" (6)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 310 24200	Plan 313,Pt.Lt.24	22.19m	0m	22.19m	\$ 3,328.50	G. & D. Anderson
200 310 24400	"	18.29m	0m	18.29m	\$ 2,743.50	B. Langley
200 310 24600	Plan 313,Pt.Lt.25	35.05m	0m	35.05m	\$ 5,257.50	L. Christensen
200 310 25000	Con.4,Pt.Lt.5	141.49m	0m	141.49m	\$21,223.50	H. Oldfield
200 310 25200	"	47.85m	0m	47.85m	\$ 7,177.50	The Board of Trustees of Mt. Hope United Church
200 310 25400	"	68.96m	0m	68.96m	\$10,344.00	L. & N. Armes/H. Fanson/ T. Whittington
200 310 25600	"	45.66m	0m	45.66m	\$ 6,849.00	T. Staton
200 310 25800	"	21.79m	0m	21.79m	\$ 3,268.50	R. & E. Wilkinson
200 310 26000	"	23.35m	0m	23.35m	\$ 3,502.50	Mount Hope Cartage Ltd.
200 310 26200	"	31.39m	0m	31.39m	\$ 4,708.50	R. Hing
200 310 26400	"	23.13m	0m	23.13m	\$ 3,469.50	H. Reuter
200 310 26600	"	19.96m	0m	19.96m	\$ 2,994.00	A. Ironside
200 310 26800	"	26.82m	0m	26.82m	\$ 4,023.00	R. May
200 310 37200	"	97.96m	0m	97.96m	\$14,694.00	A. Papastamos
200 310 36800	"	74.31m	0m	74.31m	\$11,146.50	W. MacPherson
200 310 36400	"	36.17m	0m	37.17m	\$ 5,425.50	D. & D. Bell
200 310 36200	"	13.29m	0m	13.29m	\$ 1,993.50	J. & P. Ward

SCHEDULE "A" (7)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 310 35800	Plan 313, Lt.14	26.55m	0m	26.55m	\$ 3,982.50	V. Mann
200 310 35650	"	12.19m	0m	12.19m	\$ 1,828.50	J. Dickenson
200 310 35400	Plan 313, Lt.12	33.89m	0m	33.89m	\$ 5,083.50	J. Dickenson
200 310 35200	Con.4,Pt.Lt.5	36.39m	0m	36.39m	\$ 5,458.50	Glanbrook Township
200 310 35000	"	51.15m	0m	51.15m	\$ 7,672.50	J. DeGraaf
200 310 34800	"	49.09m	0m	49.09m	\$ 7,363.50	J. & R. Ridge
200 310 34600	Plan 313, Pt.Lt.8 & 9	31.90m	0m	31.90m	\$ 4,785.00	A. Torry
200 310 34400	Con.4,Pt.Lt.5	51.82m	0m	51.82m	\$ 7,773.00	D. Harris
200 310 34200	Plan 313, Pt.Lt.6/8	39.62m	0m	39.62m	\$ 5,943.00	Glanford Curling Club Inc.
200 310 34000	Con.4,Pt.Lt.5	32.19m	0m	32.19m	\$ 4,828.50	A. MacDonald
200 310 33800	"	88.72m	0m	88.72m	\$13,308.00	N.Murphy/S. Willson
200 310 33600	"	21.32m	0m	21.32m	\$ 3,198.00	D. & H. Eggink
200 310 33400	"	21.95m	0m	21.95m	\$ 3,292.50	R. & P. Dunham
200 310 33300	"	27.58m	0m	27.58m	\$ 4,137.00	G. Weylie
200 310 33200	"	22.77m	0m	22.77m	\$ 3,415.50	H. & M. Horton
200 310 33000	"	17.93m	0m	17.93m	\$ 2,689.50	G. Daw
200 310 32800	"	19.05m	0m	19.05m	\$ 2,857.50	K. & E. Mertzanis

SCHEDULE "A" (8)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
200 310 26800	Con. 4, Pt. Lt. 5	60.35m	36.58m	23.77m	\$ 3,565.50	R. May
200 310 27000	"	35.66m	0m	35.66m	\$ 5,349.00	G. Jennings
200 310 27200	"	18.29m	0m	18.29m	\$ 2,743.50	C. & E. Stewart
200 310 27400	"	25.91m	0m	25.91m	\$ 3,886.50	M. Wagenblast
200 310 27600	"	40.23m	0m	40.23m	\$ 6,034.50	J. & J. Bishop
200 310 27800	"	20.12m	0m	20.12m	\$ 3,018.00	J. Day
200 310 28000	"	20.12m	0m	20.12m	\$ 3,018.00	R. & D. Young
200 310 28200	"	16.76m	0m	16.76m	\$ 2,514.00	R. & E. Daniels
200 310 28400	"	23.47m	0m	23.47m	\$ 3,520.50	W. & C. Hoover
200 310 28600	"	18.29m	0m	18.29m	\$ 2,743.50	D. & J. Toth
200 310 28800	"	25.91m	0m	25.91m	\$ 3,886.50	C. Stewart
200 310 29200	"	35.81m	0m	35.81m	\$ 5,371.50	O. Toll
200 310 29400	"	30.48m	0m	30.48m	\$ 4,572.00	Harley's Electrical Services Ltd.
200 310 29600	"	35.05m	0m	35.05m	\$ 5,257.50	W. & C. Harley
200 310 29800	"	30.48m	0m	30.48m	\$ 4,572.00	A. & I. Brewer
200 310 30000	"	22.17m	0m	22.17m	\$ 3,325.50	L. & M. Armes
200 310 30200	"	22.17m	0m	22.17m	\$ 3,325.50	C. & R. Johnson
200 310 30400	"	25.76m	0m	25.76m	\$ 3,864.00	P. & D. Jewell

SCHEDULE "A" (9)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	ESTIMATED LUMP EXEMPT FRONTAGE	SUBJECT TO RATE	SUM CASH PAYMENT	ASSESSED OWNER
200 310 30600	Con. 4, Pt. Lt. 5	25.15m	0m	25.15m	\$ 3,772.50	G. & I. Aaltink
200 310 30800	Con. 4, Pt. Lt. 4	24.08m	0m	24.08m	\$ 3,612.00	G. & H. Aaltink
200 310 31000	"	24.08m	0m	24.08m	\$ 3,612.00	L. Tournay
200 310 31200	Plan 1331, Lt. 1	24.08m	0m	24.08m	\$ 3,612.00	A. & J. Francis
200 310 31400	" , Lt. 2	24.08m	0m	24.08m	\$ 3,612.00	N. Jones
200 310 31600	" , Lt. 3	24.08m	0m	24.08m	\$ 3,612.00	E. Marsh
200 310 31800	" , Lt. 4	45.72m	0m	45.72m	\$ 6,858.00	W. Stirling Sr.
200 310 32000	Con. 4, Pt. Lt. 4	124.20m	0m	124.20m	\$18,630.00	Kaytor Developments
200 310 32200	Con. 3, Pt. Lt. 2 to Pt. Lt. 5	1,512.50m	0m	1,512.50m	\$226,887.00	Transport Canada
200 510 05800	Plan 313, Pt. Lt. 51	53.94m	0m	53.94m	\$ 5,091.00	Canadian Imperial Bank
200 510 05600	Con. 5, Pt. Lt. 5	20.42m	0m	20.42m	\$ 3,063.00	C. Guyer
200 510 05400	"	10.06m	0m	10.06m	\$ 1,509.00	H A L TV Limited
200 510 05200	"	16.09m	0m	16.09m	\$ 2,413.50	Glanbrook Township
200 510 05000	Plan 313, Lt. 49	16.08m	0m	16.08m	\$ 2,412.00	K. & L. Kulcher
200 510 04800	Con. 5, Pt. Lt. 5	18.29m	0m	18.29m	\$ 2,743.50	R. & E. Armes
200 510 04600	Plan 313, Pt. Lt. 45	25.51	0m	25.51m	\$ 3,826.50	L. McKenna
200 510 04400	"	54.86m	0m	54.86m	\$ 8,229.00	Harley's Electrical Services Ltd.

SCHEDULE "A" (10)

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF FRONTAGE OF ABUTTING LAND	ESTIMATED LUMP EXEMPT FRONTAGE	SUBJECT TO RATE	SUM CASH PAYMENT	ASSESSED OWNER
200 510 04200	Con. 5. Pt. Lt. 5	49.38m	0m	49.38m	\$ 7,407.00	Freeman Kathleen Estate
200 510 04000	"	46.33m	0m	46.33m	\$ 6,949.50	A. & R. Cook
200 510 03800	"	30.48m	0m	30.48m	\$ 4,572.00	E. Oliver
200 510 03600	"	31.70m	0m	31.70m	\$ 4,755.00	J. & N. Ridge
200 510 03400	"	26.82m	0m	26.82m	\$ 4,023.00	G. & D. Yewman
200 510 03200	"	26.82m	0m	26.82m	\$ 4,023.00	G. & W. Butter
200 510 03000	"	76.20m	0m	76.20m	\$11,430.00	Wentworth County Education Board
200 510 02800	"	35.05m	0m	35.05m	\$ 5,257.50	H. & L. Holtrop
200 510 02600	"	35.05m	0m	35.05m	\$ 5,257.50	M. & M. Hanson
200 510 02400	"	21.34m	0m	21.34m	\$ 3,201.00	K. Soules
200 510 02200	Con. 5. Pt. Lt. 4	22.86m	0m	22.86m	\$ 3,429.00	M. Miljure
200 510 02000	"	22.86m	0m	22.86m	\$ 3,429.00	H. Karl
200 510 01800	"	20.73m	0m	20.73m	\$ 3,109.50	M. Williston
200 510 01600	"	33.53m	0m	33.53m	\$ 5,029.50	F. Johnston
200 510 01400	"	176.49m	0m	176.49m	\$26,473.50	Hotz Lou in Trust
200 510 01200/ 01000	Con. 5. Pt. Lt. 3 & Pt. Lt. 4	844.54m	0m	844.54m	\$126,681.00	Imperial Sun Investment Corp.

SCHEDULE "B" TO BY-LAW NO. R88-182

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: SANITARY SEWERS

LOCATION: MOUNT HOPE SANITARY SEWERS; HIGHWAY NO. 6 FROM
508 METRES NORTH OF DICKENSON ROAD TO 1,012 METRES
SOUTH OF DICKENSON ROAD; HIGHWAY NO. 6 FROM 220 METRES
SOUTH OF ENGLISH CHURCH ROAD TO HOMESTEAD DRIVE;
HOMESTEAD DRIVE FROM HIGHWAY NO. 6 SOUTHERLY TO
AIRPORT ROAD; AIRPORT ROAD FROM HOMESTEAD DRIVE TO
1,262 METRES WEST OF HOMESTEAD DRIVE, IN THE
TOWNSHIP OF GLANBROOK.

NUMBER OF CONNECTIONS: 144

COST PER CONNECTION: \$2,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-183

TO PROVIDE FOR

1. THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON UPPER WENTWORTH STREET FROM 500 METRES SOUTH OF STONE CHURCH ROAD EAST TO RYMAL ROAD EAST, IN THE CITY OF HAMILTON.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE STORM AND SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

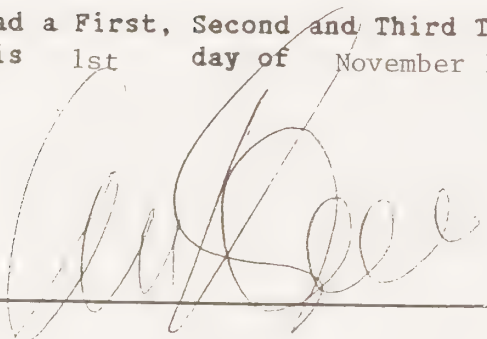
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 20th day of September, 1988, Clause 4 of the 17-88 Report of the Engineering Services Committee authorized the construction of Storm and Sanitary Sewers on Upper Wentworth Street from 500 metres south of Stone Church Road East to Rymal Road East, in the City of Hamilton as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. THAT the construction of the said storm and sanitary sewers on Upper Wentworth Street from 500 metres south of Stone Church Road East to Rymal Road East, in the City of Hamilton at an estimated cost of \$749,140.00 and the said private drain connections at an estimated cost of \$22,500.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described storm and sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$46,597.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described Private Drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$46,597.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$771,640.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-183

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Storm and Sanitary Sewers on Upper Wentworth Street from 500 metres south of Stone Church Road East to Rymal Road East, in the City of Hamilton.		\$749,140.00	\$702,543.00	\$46,597.00
and Related Private Drain Connections	\$1,125.00	\$ 22,500.00		\$22,500.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-184

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE STORM AND SANITARY SEWERS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON UPPER WENTWORTH STREET FROM 500 METRES SOUTH OF STONE CHURCH ROAD EAST TO RYMAL ROAD EAST, IN THE CITY OF HAMILTON.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install storm and sanitary sewers on Upper Wentworth Street from 500 metres south of Stone Church Road East to Rymal Road East, in the City of Hamilton as a local improvement at an estimated cost of \$749,140.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$22,500.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97 (1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and

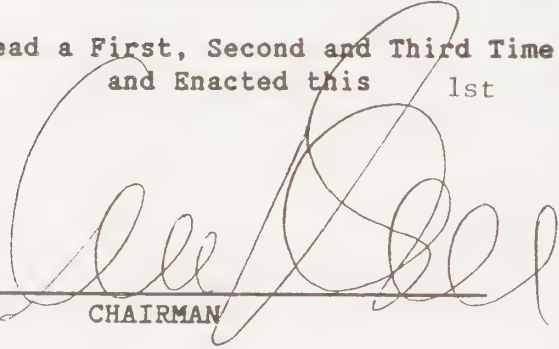
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said storm and sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

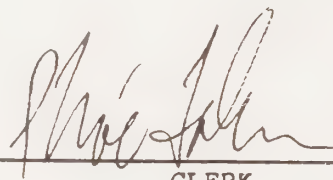
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said storm and sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$46,597.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the storm and sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-184

DESCRIPTION: Storm and Sanitary Sewers

ESTIMATED COST: \$749,140.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$196.00

LOCATION: Upper Wentworth Street from 500 metres south of Stone Church Road East to Rymal Road East, in the City of Hamilton

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER

07 08510 0490	Con.8,Pt.Lt.11	237.74m	0m	237.74m	\$46,597.00	456941 Ontario Ltd.
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SCHEDULE "B" TO BY-LAW NO. R88-184

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Storm and Sanitary Sewers

LOCATION: Upper Wentworth Street from 500 metres
south of Stone Church Road East to Rymal
Road East, in the City of Hamilton.

NUMBER OF CONNECTIONS: 20

COST PER CONNECTION: \$1,125.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-185

TO PROVIDE FOR

1. THE CONSTRUCTION OF A WATERMAIN AND RELATED WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON UPPER WENTWORTH STREET FROM RYMAL ROAD TO APPROXIMATELY 510 METRES NORTHERLY, IN THE CITY OF HAMILTON.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE WATERMAIN.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID WATER SERVICE CONNECTIONS.

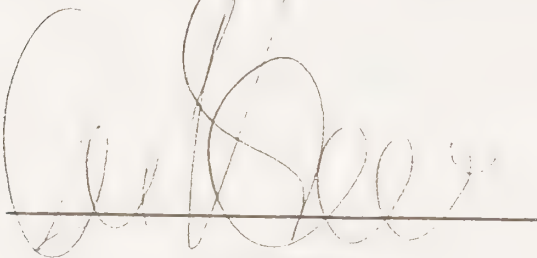
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 20th day of September, 1988, Clause 4 of the 17-88 Report of the Engineering Services Committee authorized the construction of a watermain on Upper Wentworth Street from Rymal Road to approximately 510 metres northerly, in the City of Hamilton as a local improvement under Sections 12 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

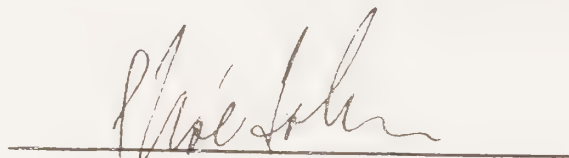
1. THAT the construction of the said watermain on Upper Wentworth Street from Rymal Road to approximately 510 metres northerly, in the City of Hamilton at an estimated cost of \$184,400.00 and the said water service connections at an estimated cost of \$9,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described watermain to be borne by the owners of the lots liable to be specially assessed is \$18,619.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described water service connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$18,619.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$193,400.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 1st day of November 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-185

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Watermain on Upper Wentworth Street from Rymal Road to approximately 510 metres northerly, in the City of Hamilton		\$184,400.00	\$165,781.00	\$18,619.00
and Related Water Service Connections.	\$900.00	\$ 9,000.00		\$ 9,000.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO By-law R88-186

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION OF A SPECIALLY ASSESSED RATE UPON THE OWNERS OF LANDS ABUTTING THE WATERMAIN AS DESCRIBED IN SCHEDULE "A" HERETO AND A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY WATER SERVICE CONNECTIONS AS DESCRIBED IN SCHEDULE "B" HERETO ON UPPER WENTWORTH STREET FROM RYMAL ROAD TO APPROXIMATELY 510 METRES NORTHERLY, IN THE CITY OF HAMILTON.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install a watermain on Upper Wentworth Street from Rymal Road to approximately 510 metres northerly, in the City of Hamilton as a local improvement at an estimated cost of \$184,400.00 and related water service connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$9,000.00; and,

WHEREAS The Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 96 (1) as amended, has sole responsibility for the financing of extensions to its waterwork systems and all the provisions of any general Act relating to the supply and distribution of water and the financing thereof apply with necessary modifications to the Regional Corporation; and

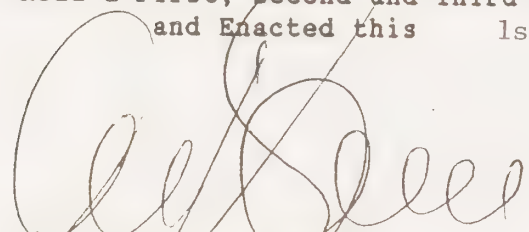
WHEREAS the Local Improvement Act, Sections 24 and 3, authorizes a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said watermain and a specially assessed rate upon particular lots served by the water service connections.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

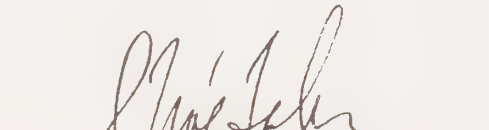
- 1.(a) THAT a specially assessed frontage rate be imposed on the owners of the lands described in Schedule "A" to this By-law, abutting the said watermain to be calculated on the frontage therein described being rateable for an estimated total of \$18,619.00 which shall be the portion of the total cost of the waterworks to be borne by the abutting land owners;
- (b) THAT the cost of the water service connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the watermain, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

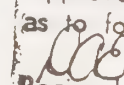
Read a First, Second and Third Time and Finally Passed
and Enacted this 1st day of November 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-186

DESCRIPTION: Watermain

ESTIMATED COST: \$184,400.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$74.00

LOCATION: Upper Wentworth Street from Rymal Road to approximately 510 metres northerly, in the City of Hamilton.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
07 08510 0490	Con.8,Pt.Lt.11	251.61m	0m	251.61m	\$18,619.14	456941 Ontario Ltd.

SCHEDULE "B" TO BY-LAW NO. R88-186

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Watermain

LOCATION: Upper Wentworth Street from Rymal Road to
approximately 510 metres northerly, in the
City of Hamilton

NUMBER OF CONNECTIONS: 10

COST PER CONNECTION: \$900.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-187

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 1st day of November, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>	
Special Airport Committee	11-88	
Economic Development and Planning Committee Report	16-88	
Engineering Services Committee Report	21-88	as amended
Freeway Steering Committee Report	8-88	
Information Systems Committee Report	5-88	as amended
Legislation & Reception Committee Report	11-88	

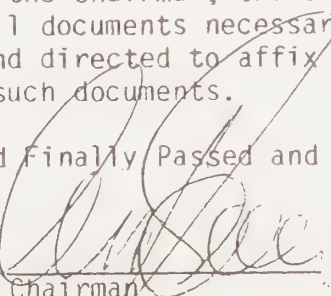
and Regional Officials

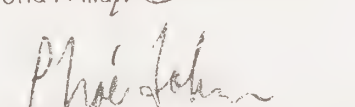
<u>NAME</u>	<u>NO.</u>
Chairman's Report	16-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 1st, day of November, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-188

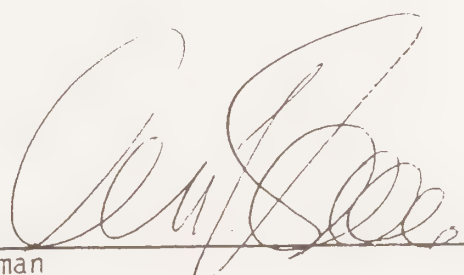
To Amend By-law R88-158 and to exempt the occupiers of certain shops from the provisions of the Regional Store Closing By-law R79-202.

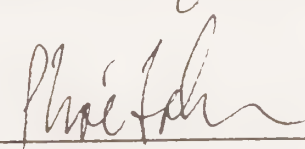
WHEREAS upon application of certain shops outlined on Schedule "A" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. THAT the occupiers of the shops named on Schedule "A" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
2. THAT the occupiers of certain shops named on Schedule "B" attached to this By-law, be deleted from Schedule "B" of By-law R88-158 as adopted by Regional Council at its meeting of November 1, 1988.
3. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 15th day of November, 1988.


Chairman


Clerk

SCHEDULE "A"

TO BY-LAW NO. R88-188

Shops referred to in By-law No. R88- and located at the respective locations.

THAT the following retail shop(s) in the area municipalities of Hamilton, Dundas and Ancaster be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the date(s) and at the time(s) indicated:

1. HAMILTON

Friday, December 9, 1988
9:00 p.m. to 11:59 p.m.

Eaton's

43 James St. North
 Hamilton, Ontario

2. DUNDAS

Dundas Downtown Business Improvement Area
 Friday, December 2, 1988
9:00 p.m. to 11:59 p.m.

Lillian's	40 King Street Dundas, Ontario
99¢ Store	38 King Street Dundas, Ontario
Litzen's Sports Centre	28 King Street Dundas, Ontario
Holmes Quality Meats	26 King Street Dundas, Ontario
The Horn of Plenty	24 King Street Dundas, Ontario
Bakery	22 King Street Dundas, Ontario
The Carnegie Gallery	10 King Street Dundas, Ontario
Fox - E Fashions	134 King Street Dundas, Ontario
Christines Hair Design	132 C King Street Dundas, Ontario
P & S Automotion	130 King Street Dundas, Ontario
The Espresso Cafe	102 King Street Dundas, Ontario
Jean's Hairstyling	51 King Street Dundas, Ontario
The Hair Gallery	53 King Street Dundas, Ontario
Word Play	53 B King Street Dundas, Ontario

DUNDAS

Dundas Downtown Business Improvement Area Cont'd
 Friday, December 2, 1988
9:00 p.m. to 11:59 p.m.

Coiffure de Paris	59 King Street Dundas, Ontario
Maple Cyclery	65 King Street Dundas, Ontario
Dundas Lock & Key	69 King Street Dundas, Ontario
Costello's	71 King Street Dundas, Ontario
Brief Encounters	75 King Street Dundas, Ontario
Sharp Photo	109 King Street Dundas, Ontario
Pepper's Pet Food	117 King Street Dundas, Ontario
Staley Shoes	56 King Street Dundas, Ontario
Dundas Paint & Wallpaper	50 King Street Dundas, Ontario
The Keeping Room	6 Cross Street Dundas, Ontario
Kids 'n Krafts	4 Cross Street Dundas, Ontario
Saturday's Child	7 King Street Dundas, Ontario
The Complete Picture	11 King Street Dundas, Ontario
Fabric Factory	13 King Street Dundas, Ontario
David House's Mens Wear	17 King Street Dundas, Ontario
Heirloom Bridal Shoppe	19 King Street Dundas, Ontario
Link's Delicatessan	21 King Street Dundas, Ontario
Sooter's	27 King Street Dundas, Ontario
Gray's Florists	29 King Street Dundas, Ontario
Booth's Furniture	49 King Street Dundas, Ontario
Mini Wheels	98 King Street Dundas, Ontario
Backwater Trails	94 King Street Dundas, Ontario
Creative Jewellery	92 King Street Dundas, Ontario
The Livery	60 King Street Dundas, Ontario

3. ANCASTER

Ancaster Business Association
 Wilson Street East
 Friday, December 2, 1988
9:00 p.m. to 11:59 p.m.

La Diamond Boutique	Wilson Street East Ancaster, Ontario
Holly's Cards	Wilson Street East Ancaster, Ontario
Abby's Ladies Wear	Wilson Street East Ancaster, Ontario
Ancaster Gifts & Toys	Wilson Street East Ancaster, Ontario
Grannie's	Wilson Street East Ancaster, Ontario
Woolcott's Shoes	Wilson Street East Ancaster, Ontario
Vi's Glass & China	Wilson Street East Ancaster, Ontario
Basics & Such	Wilson Street East Ancaster, Ontario
Not Quite Paris	Wilson Street East Ancaster, Ontario
Anna's Fashions	Wilson Street East Ancaster, Ontario
Aahsome Child	Wilson Street East Ancaster, Ontario
The Waiting Room	Wilson Street East Ancaster, Ontario
Trends	Wilson Street East Ancaster, Ontario
Needle Emporium	Wilson Street East Ancaster, Ontario
VanderLaan's Men's Clothiers	Wilson Street East Ancaster, Ontario
Village Small Engines S&S	Wilson Street East Ancaster, Ontario
Village Home Hardware	Wilson Street East Ancaster, Ontario
Wishes 'n Whims	Wilson Street East Ancaster, Ontario
Ancaster Jewellers	Wilson Street East Ancaster, Ontario
Beverly Norman	Wilson Street East Ancaster, Ontario
Castlefield's	Wilson Street East Ancaster, Ontario

3. ANCASTER

Ancaster Business Association
Wilson Street East
Friday, December 2, 1988
9:00 p.m. to 11:59 p.m.

I.D.A. Pharmacy

Wilson Street East
Ancaster, Ontario

Doggy Bag

Wilson Street East
Ancaster, Ontario

Halsen House

Wilson Street East
Ancaster, Ontario

Kristine's of Ancaster

Wilson Street East
Ancaster, Ontario

Eames

Wilson Street East
Ancaster, Ontario

Lindeza Fashions

Wilson Street East
Ancaster, Ontario

Bright Ideas Lighting

Wilson Street East
Ancaster, Ontario

Hector's

Wilson Street East
Ancaster, Ontario

Woolsey's

Wilson Street East
Ancaster, Ontario

SCHEDULE "B"

TO BY-LAW NO. R88-188

THAT the occupiers of the following shops be deleted from Schedule "B" of By-law R88-158 as adopted by Regional Council on November 1, 1988, thereby WITHDRAWING their application for Special Sale Friday, November 18, 1988, from 9:00 p.m. to 11:59 p.m.:

Marvin Caplan Gentlemen's Apparel	140 King St. E. Hamilton, Ontario
Lens & Shutter	140 King St. E. Hamilton, Ontario
Reitman's	140 King St. E. Hamilton, Ontario
Ingeborg's	140 King St. E. Hamilton, Ontario
Guardian Drugs	101 Main St. E. Hamilton, Ontario
Jewill Brothers Book Store	140 King St. E. Hamilton, Ontario
Victoria Jewellery & Watch Co.	140 King St. E. Hamilton, Ontario
Jordan Livingston Furs	140 King St. E. Hamilton, Ontario
Tower Smoke & Gift	140 King St. E. Hamilton, Ontario
Connaught Lottery Terminal	140 King St. E. Hamilton, Ontario
Carol Campbells Womens Apparel	140 King St. E. Hamilton, Ontario
Margo's Lingerie	140 King S. E. Hamilton, Ontario
My Very Own Book	140 King St. E. Hamilton, Ontario
Terminal Tailor	140 King St. E. Hamilton, Ontario
Liza's Wool Boutique	140 King St. E. Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-189

TO AMENDBY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Ch. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210 (117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purposes of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

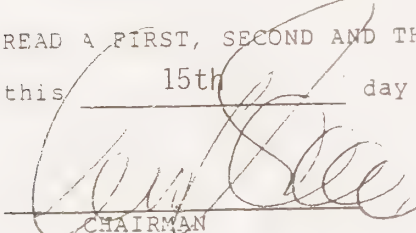
1. Schedule 2 (Maximum Speed Limits on Certain Regional Roads) of By-Law R76-144 passed and enacted on the 7th day of September, 1976 is hereby amended by deleting from Section B the following item namely:

"216 Fiddlers Green Road	Butter Rd.	Carluke Rd.	80"
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 and by adding thereto the following item, namely: -

"216 Fiddlers Green Road	Butter Rd.	Carluke Rd.	70"
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2. In all other respects, By-Law R76-144 and Schedules thereto are hereby confirmed, unchanged.
3. This By-Law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
 this 15th day of November 1988.


 CHAIRMAN


 CLERK

Approved
 as to form

 Regional
 Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-190BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 33 (No Stopping Areas) of By-law R76-144 To Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by deleting from Section C (No Stopping 4:00 p.m. - 6:00 p.m.) the following item, namely:-

"King South James to Dundurn".

and by adding thereto the following item, namely:-

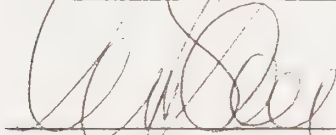
"King South MacNab to Dundurn".

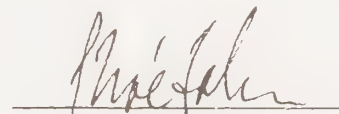
2. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

3. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 15th day of November 198 8.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

ID #0863D -A-

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-191

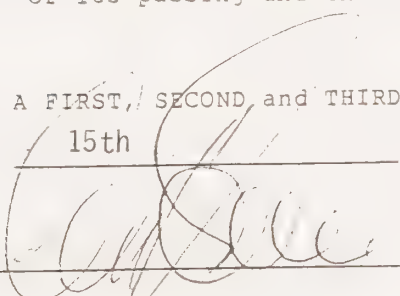
To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

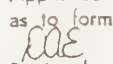
WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

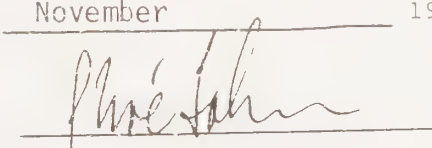
NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The applicant(s) Zygmund Ilnicki and Andrzej Ilnicki residing Owner(s) of the said premises 9-11 Wentworth Street North Hamilton are hereby granted the privilege of maintaining the existing building encroachment upon the highway allowance of a concrete stoop measuring 0.82m x 4.21m upon the terms and conditions contained in the agreement hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED
this 15th day of November 19 88


CHAIRMAN

Approved
as to form

Regional
Solicitor


CLERK

FOR OFFICE USE ONLY	(1) Registry ☒ Land Titles ☐	(2) Page 1 of _____ pages
	(3) Property Identifier(s) _____ Block _____ Property _____	Additional: See Schedule ☐
	(4) Nature of Document Encroachment Agreement	
	(5) Consideration See Attached Schedule Dollars \$ 1.00	
	(6) Description See Attached Schedule "A"	
New Property Identifiers Executions	Additional: See Schedule ☐ Additional: See Schedule ☐	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Attached Schedule "1"

Continued on Schedule ☐

(9) This Document relates to instrument number(s) _____

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE REGIONAL MUNICIPALITY

OF HAMILTON-WENTWORTH

CHAIRMAN

REGIONAL CLERK

COMMISSIONER OF FINANCE

(11) Address for Service

P.O. Box 910, 119 King St. W., Hamilton, Ontario L8N 3V9

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

ILNICKI, Zygmund

ILNICKI, Andrzej

1988 08 25

1988 08 25

(13) Address for Service

41 Orlanda Road, Hamilton, Ontario L8G 2K3

(14) Municipal Address of Property

9-11 Wentworth Street N.
Hamilton, Ontario
L8L 5T8

(15) Document Prepared by:

The Regional Municipality
of Hamilton-Wentworth
Engineering Department
71 Main Street West
Hamilton, Ontario
L8N 3T4

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Schedule "1"

THIS AGREEMENT made this 3rd day of May 1988

Bill No. 1378

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
Hereinafter called "the Region" of the First Part,

- and -

ZYGMUND ILNICKI and ANDRZEJ ILNICKI,
Hereinafter called "the Applicant" of the Second Part.

WHEREAS the Applicant is the registered owner of the property known municipally as 9-11 Wentworth St. N., in the of Hamilton, in the Regional Municipality of Hamilton-Wentworth, more particularly described in Schedule "A" attached hereto;

AND WHEREAS Section 309(3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon;

AND WHEREAS the Regional Municipality of Hamilton-Wentworth did by By-law # on the day of 19 approve the privilege hereinafter permitted to the Applicant, which application for privilege was presented at the meeting of the Council on the said date as Item in a Report to the Regional Council of the Engineering Services Committee.

NOW THEREFORE the parties hereby covenant and agree as follows:

1. That the Applicant, being the owner of the premises at 9-11 Wentworth Street North, Hamilton (more particularly described in Schedule "A" attached hereto), may during the pleasure of Regional Council retain the encroachment of:

(i) concrete stoop (0.82m x 4.21m)

(hereinafter referred to collectively as "the works")

Onto the road allowance of Wentworth Street North, as shown on a sketch attached hereto as Schedule "B", but so as not to interfere with the free and safe passage of persons and vehicles using the said road allowance.

2. All fees, costs, and expenses due and payable by the applicant to the Region, or paid or incurred by the Region under this agreement may in the event of default of such payment be recovered by the Region by distraint or lawsuit and the Region may in addition, thereupon terminate the agreement as provided in paragraph 12.

3. The sum of \$ 26.00 shall be due payable in advance to the Region immediately after the date of approval of the privilege at the Meeting of the said Regional Council.

4. The Applicant shall pay to the Region yearly and every year during the currency of this agreement the annual sum or fee of \$NIL or as may be determined by By-law from time to time in advance on the 1st day of January in each year, with the exception of the first payment which shall be made upon execution of this agreement.

5. The Applicant shall and does hereby at all times covenant to indemnify and save harmless the Region from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses, or loss which the Region may bear, suffer or be put to by reason of any damage to property or injury or death to any person as a result of the privilege herein allowed to the Applicant. At the time of the execution of this agreement, the Applicant shall deliver to the Region an endorsement from its general liability insurance policy confirming that the Region has been named as an additional insured for third party bodily injury and property damage arising out of the granting of this agreement to a limit of \$1,000,000. This policy shall be kept in force, by the Applicant during the term of this agreement. Upon written request of the Region, the Applicant shall forthwith deliver to the Region endorsements for the aforesaid policy current for that year.

6. The Applicant acknowledges that he is liable to pay all taxes, charges, duties, rates, levies, and business taxes assessed in respect to the occupation or use of the road allowance abutting the lands described in Schedule "A", the works herein allowed to the Applicant on, over, or under the said road allowance, arising pursuant to the Assessment Act. R.S.O. 1980, chapter 31 as amended, and to the Local Improvement Act. R.S.O. 1980 chapter 250 as amended, as and when the same become due and payable.

7. In no case whatsoever shall compensation be payable to the Applicant for improvements (if any) to the road allowance.

8. The Applicant shall at all times keep and maintain the works in a good and proper state of repair and safety.

9. Only the works herein authorized may be erected by the Applicant.

10. The design, construction, and location of the said works, shall be previously approved by the Commissioner of Engineering hereinafter referred to as the Commissioner, and shall be erected and maintained in all respects by the Applicant to the approval of the Commissioner, but the fact that the Commissioner shall have been satisfied with the design, location and construction shall in no way discharge or modify any liability or obligation of the applicant that may arise from this agreement.

11. If on the erection of the said works any act or thing shall be contrary to the order or direction of the Commissioner or if any act or thing shall be done of which the Commissioner shall disapprove or if in the opinion of the Commissioner the Applicant shall fail to maintain the said works in a safe condition, the Commissioner shall verbally or in writing require the Applicant to alter or repair the same and if same shall not be altered or repaired within forty-eight hours after such requirement or if the Applicant shall neglect or refuse to remove the said works or things

within 30 days after notice to remove the same shall have been delivered or posted as mentioned in paragraph 17 of this agreement, then and in any such case the Region may cause the required work to be done either by its own servants or by some other person and the cost of any such work may be recovered by the Region as set out in paragraph 2 of this agreement.

12. This agreement may be terminated at any time by the Region or the Applicant for any reason after the delivery to the other of written notice of its intention to terminate at least thirty days prior to such termination.

13. Within 30 days of the delivery by the Applicant to the Region of notice of its intention to terminate this agreement or upon receipt of such notice from the Region, the applicant shall remove the said works and restore that part of the road allowance occupied by the works in a condition acceptable to the Commissioner. If the Applicant defaults to perform such work of removal and restoration, then the Region may perform the same and recover its costs as set out in paragraph 2 and/or by such legal action as it deems necessary.

14. The Applicant shall observe and comply with all parliamentary and legislative enactments and with all by-laws and regulations of the Region or the City of Hamilton (Area Municipality) and all notices, orders and demands given by the Region through its Commissioner respecting the subject lands and the works thereon.

15. This Agreement is subject to all rights now or that may hereafter be vested in the Region, the City of Hamilton (Area Municipality) or in any gas, telephone, telegraph, electric light, or other utility Company, in respect of the care and improvement of the streets, the construction, repair, replacement or removal of sewers, mains, culverts, drains, water or gas pipes or the placing of poles or wires (herein called "services"), therein.

The Region expressly reserves to itself the right to construct services or permit services to be constructed therein. The Applicant shall not be entitled to any damages by reason of the exercise of the Region's rights contained in this paragraph and the Applicant shall at his own expense carry out such alteration of the works as the Regional Authority may direct.

16. No length of time or of enjoyment by the Applicant shall enure to give any right, title or interest to the Applicant or his successors in title, in the subject lands or to maintain the said works on, under, across or above (as the case may be) the said road allowance or shall deprive the Region by the operation of any limitation period or otherwise of any right to require the removal thereof the restoration of the road allowance.

17. Any notice to be given to the Region shall be delivered or posted by prepaid mail addressed to:

The Regional Clerk
The Regional Municipality of Hamilton-Wentworth
119 King Street West, 15th Floor, P.O. Box 910
Hamilton, Ontario
L8P 4T9

or such other addresses as may hereinafter be assigned.

Any notice to be given to the Applicant shall be delivered or posted by prepaid mail addressed to the Applicant at:

41 Orlanda Road
Hamilton, Ontario
L8G 2K3

18. The word "Applicant" in this agreement means the Applicant named herein including the person in possession of the property set out in Schedule "A" attached hereto, it being agreed that this Agreement shall be binding upon the heirs, executors, administrators, successors, tenants, lessees, and assigns of the Applicant.

19. This Agreement is to be read with all the changes made necessary by the gender, number or corporate status of the Applicant herein.

IN WITNESS WHEREOF The Regional Municipality of Hamilton-Wentworth has hereunto affixed its corporate seal attested by the hands of its duly authorized officials in that behalf;

AND IN WITNESS WHEREOF, the Applicant has hereunto, have
set their hands and seals.

SIGNED, SEALED AND DELIVERED)

in the Presence of)

..... *Ron Balogh*)

..... *Christ Hode*)

APPLICANT: *

..... *Zygmund Ilnicki*)
ZYGMUND ILNICKI)

..... *Andrzej Ilnicki*)
ANDRZEJ ILNICKI)

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Approved:

)
)
) _____
) Chairman
)
)
) _____
) Commissioner of Finance
)
)
) _____
) Clerk

..... *[Signature]*)
APPROVED
DEPARTMENT OF ENGINEERING

January 1988

SCHEDULE FOR DESCRIPTION

In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth and Province of Ontario, being composed of part of Lot Number One and part of Lot Number Two according to a Subdivision known as Thomas Stinson Survey, the plan thereof registered in the Registry Office for the Registry Division of Wentworth as Number 43, and which parcel or tract of land may be more particularly described as follows, that is to say:

COMMENCING at an iron bar planted in the North-eastern corner of said Lot Number 1 (being a point in the Western limit of Wentworth Street where it is intersected by the Southern limit of a twelve foot (12') wide alleyway);

THENCE Southerly along the Eastern limit of the said Lot Number 1 (being along the Western limit of Wentworth Street) Forty Feet (40') more or less to a point distant Seventy Feet (70') measured Northerly thereon from the Northern limit of King Street;

THENCE Westerly parallel with the Northern limit of King Street, Forty-seven Feet Seven and one-half Inches (47' 7½") more or less to a point in the Western limit of the aforesaid Lot Number 1;

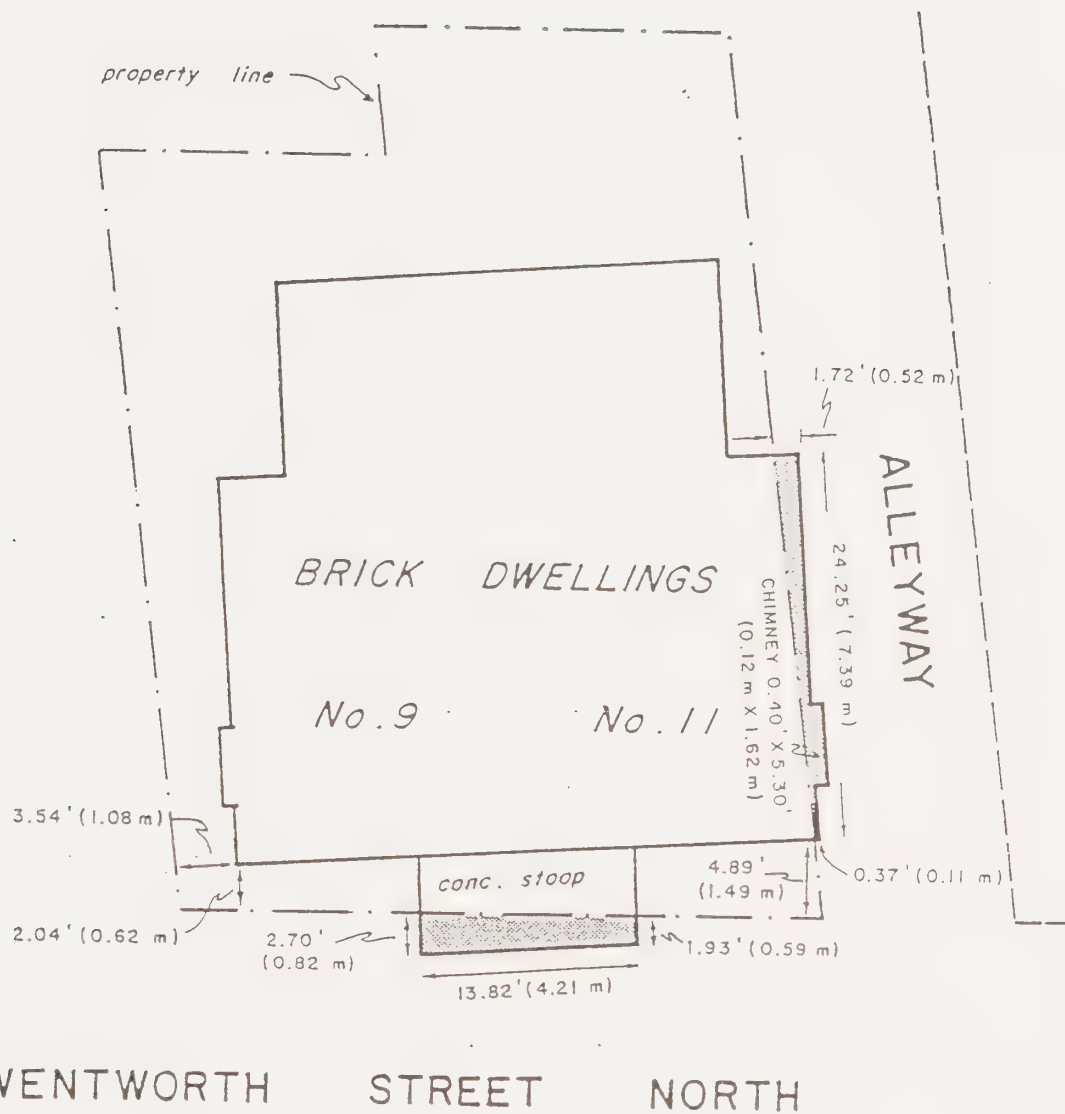
THENCE Northerly along the Western limit of the aforesaid Lot Number 1, Eighteen Feet (18') to an iron bar planted;

THENCE Westerly parallel with the Northern limit of the aforesaid Lot Number 2, Eight Feet (8') to an iron bar planted;

THENCE Northerly parallel with the Eastern limit of the aforesaid Lot Number 2, Twenty-two Feet (22') more or less to an iron bar planted in the Northern limit thereof (being a point in the Southern limit of a Twelve Foot (12') wide alleyway);

THENCE Easterly along the Northern limits of the aforesaid Lots Numbers 2 and 1, Fifty-five Feet and Seven Inches (55' 7") more or less to the point of commencement.

On the above-described parcel of land is erected a two and one-half storey semi-detached dwelling, known as Municipal Numbers 9 and 11 Wentworth Street North, as described in Instrument J21257 A.B.

SKETCH OF "WORKS"

* NOTE : THIS IS NOT A PLAN OF SURVEY

DATED: _____

19

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

- to -

TWO PARTY
ENCROACHMENT
ADDRESS:

Regional Solicitor
The Regional Municipality of
Hamilton-Wentworth
119 King Street West
Hamilton, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-192BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 20 (No Parking Areas) of By-law R76-144 to Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding to Section A (No Parking Anytime) the following item, namely:-

"Wilson North Stirton to 64 feet west".

and by deleting therefrom the following item, namely:-

"Wilson North Stirton to 36 ft. west".

2. Schedule 23 (No Stopping Areas) of the said By-law is hereby amended by adding to Section A (No Stopping Anytime) the following item, namely:-

"Charlton North Park to 115 feet east".

3. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 15th day of November 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-193

BEING A BY-LAW TO AMEND BY-LAW NO. R87-049
A BY-LAW TO DESIGNATE PERSONS TO SIGN CHEQUES
IN LIEU OF THE TREASURER

WHEREAS Section 20(2) of The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, as amended, authorizes the Regional Council to designate by By-law one or more persons to sign cheques in lieu of the Treasurer, and provides that the signature of the Treasurer and of any other person authorized to sign cheques may be written or engraved, lithographed, printed or otherwise mechanically reproduced on cheques.

AND WHEREAS it is deemed advisable to designate certain persons to sign cheques in respect of accounts maintained by the Regional Corporation in connection with certain services operated and maintained by the Regional Corporation.

THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH enacts that Regional By-Law R87-049 be amended as follows:

- 1) That point 2 on page 2 be repealed, and replaced with:

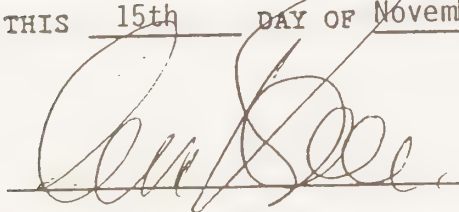
That any two of the following:

Director of Services for the Elderly
Administrator of Wentworth Lodge
Confidential Clerk - Wentworth Lodge
Secretary to the Administrator of Wentworth Lodge
Payroll Clerk - Wentworth Lodge

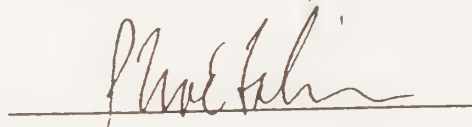
are authorized to sign cheques drawn on the Trust Fund Account for Wentworth Lodge. Such cheques are not to exceed \$1,000.00 in value for each matter.

- 2) That the amendment become effective immediately upon Council approval.
- 3) In all other respects, the contents of Regional By-law R87-049 are hereby confirmed unchanged.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
THIS 15th DAY OF November 1988.



Chairman



Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. B88-194

Being a By-law to authorize the temporary borrowing of monies to meet the current and approved capital expenditures pending receipt of current revenues.

WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (hereinafter called the Region) deems it advisable to borrow sums of money to meet current expenditures of the Region for the year, including amounts required for principal and interest falling due within the year upon any debt of the Region and the sums required by law to be provided by the Region for any local Board of the Region; and

WHEREAS Section 108 of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, c. 437, as amended, permits the Region to undertake the borrowing of monies as outlined above by by-law; and

WHEREAS Section 113 of the aforesaid Regional Act permits the Region, where the Municipal Board has authorized the borrowing of money and the issue of debentures by the Region for its purposes, to agree with a Bank or person for temporary advances pending the issue and sale of debentures, and where the Municipal Board has authorized the borrowing of money and the issue of debentures by the Region for the purposes of an Area Municipality, to enable the Region pending the issue and sale of such debentures to agree with a Bank or person for temporary loans from time to time for the purposes authorized and to transfer the proceeds of such loans to the Area Municipality; and

WHEREAS Section 124 (7) of the Municipal Act, R.S.O. 1980, c. 302, as amended, provides that where the Municipal Board has authorized the borrowing of money and the issue of debentures for the purposes of a School Board the Region may pending the sale of such debentures or in lieu of selling them raise money by way of loan and transfer the proceeds of such loan to the School Board.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. That the Chairman of the Region and failing such person the Chairman of the Regional Finance Committee and failing such person the Chief Administrative Officer of the Region, together with the Treasurer of the Region and failing such person the Director of Administration of the Region, are hereby authorized to borrow monies from time to time from a Bank or person by way of Promissory Note.
2. That the amount of monies that may be borrowed for the current year for the purposes mentioned in Section 1 shall not, except with the approval of the Municipal Board, exceed 70% of the uncollected balance of the estimated revenues of the Region as set forth in the estimates adopted for the year.
3. That until such estimates are adopted borrowing shall be limited to a calculation of the estimated revenues of the Region as set forth in the estimates adopted for the next preceding year.

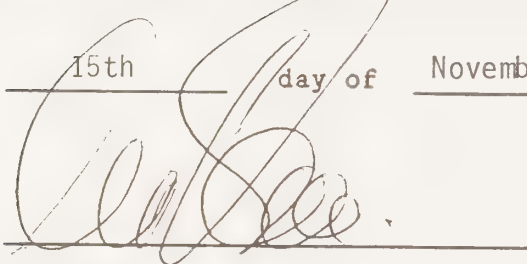
4. That the estimated revenues of the Region adopted for the year 1988 are Three Hundred and Sixty-Five Million Dollars, (\$365,000,000).
5. That pursuant to Section 113 of the aforesaid Regional Act and Section 124 of the Municipal Act, the Chairman of the Region and failing such person, the Chairman of the Regional Finance Committee and failing such person the Chief Administrative Officer of the Region, together with the Treasurer of the Region and failing such person the Director of Administration of the Region are hereby authorized to borrow from a Bank or person from time to time by way of Promissory Note pending the issue and sale of debentures for the purposes of the Region or an Area Municipality or a School Board, sums of money but not to exceed the sums calculated in Section 2 of this By-law.
6. That all sums of money borrowed pursuant to this By-law shall together with any interest thereon be a charge upon the whole of the revenues of the Region for the current year and for any preceding years as and when such revenues are received.
7. That all sums of money borrowed pursuant to this By-law pending the issue and sale of debentures for an Area Municipality or School Board shall be a charge to such Area Municipality or School Board together with the cost of such borrowing.
8. That all sums of money borrowed pursuant to this By-law shall be applied by the Treasurer of the Region in repayment thereof together with interest thereon from such monies as are collected or received by the Region from the revenues of the Region for the current or preceding years.

9. That this By-law shall come into force and take effect on the day of its final passing and enactment and shall remain in force and effect until December 31, 1989.

10 That By-law R87-145 be repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THE

15th day of November 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

BY-LAW NO. R88-195

TO APPOINT AN ACTING TREASURER PRO TEMPORE FOR THE
REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

WHEREAS Regional Council pursuant of Section 19 (3) of the Regional Municipality of Hamilton-Wentworth Act R.S.O. 1980, Chapter 437, as amended, may appoint an Acting Treasurer Pro Tempore where the Treasurer is unable to carry on his duties through illness or otherwise; and

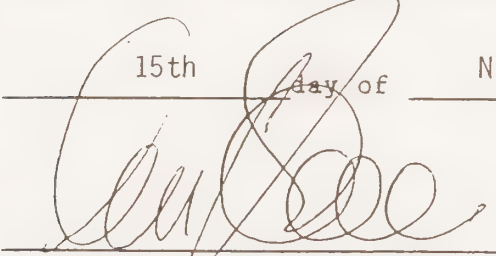
WHEREAS it is advisable that an Acting Treasurer be appointed for the purpose of signing authority in the absence of the Treasurer and that the By-law passed to enable Terrence Bunce to carry out these purposes has expired November 30, 1988.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH HEREBY ENACTS AS FOLLOWS:

1. That Terrence Bunce is hereby appointed the Acting Treasurer Pro Tempore, who shall have all the powers and duties of the Treasurer whenever the Treasurer is unable to carry out his duties through illness or other absence from his office;
2. This By-law shall be deemed to have come into effect December 1, 1988, and shall expire at the end of the term of Regional Council, November 30, 1991;
3. That By-law No. R86-034 be repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED THIS

15th day of November 1988.


ACTING CLERK

Approved
as to form

Regional
Solicitor


CHAIRMAN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-196

BEING A BY-LAW TO REPEAL BY-LAW NO. R88-018
BEING A BY-LAW TO AMEND REGIONAL BY-LAW R76-137
AS AMENDED, AND TO IMPOSE SPECIAL CHARGES ON
CERTAIN RESIDENTIAL BUILDINGS TO BE ERECTED
OR ENLARGED AND THAT IMPOSE OR MAY IMPOSE A
HEAVY LOAD ON THE WATER AND SANITARY SEWER
SYSTEMS OF THE REGIONAL MUNICIPALITY OF HAMILTON-
WENTWORTH.

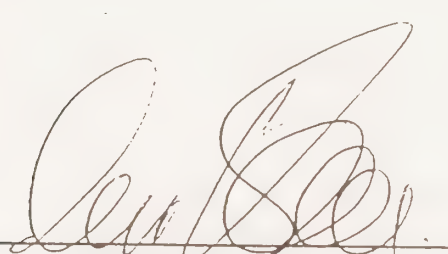
WHEREAS Regional Council did approve Item 8 of the Engineering Services
Committee Report 3-88.

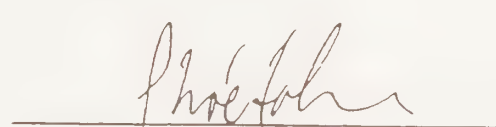
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
ENACTS AS FOLLOWS:

1. That By-Law No. R88-018 is hereby repealed.

Read a First, Second and Third Time and Finally Passed and Enacted

this 15th day of November, 1988.



CHAIRMAN

CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-018

being a By-law to amend Regional By-law R76-137 as amended, and to impose special charges on certain residential buildings to be erected or enlarged and that impose or may impose a heavy load on the water and sanitary sewer systems of the Regional Municipality of Hamilton-Wentworth.

WHEREAS Regional By-law R76-137 was passed on the 7th day of September, 1976 and provided for the imposition of special rates on certain residential and non-residential buildings imposing a heavy load on the Regional Water and Sanitary sewer systems, and

WHEREAS it is advisable that Regional By-law R76-137 as amended by Regional By-law R77-117, and further amended by Regional By-law R79-067 be further amended;

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

1. That Section 1 of By-law R76-137 is amended by the addition of the following:

(aa) "apartment" means a dwelling unit in a building consisting of more than four dwelling units, which units have a common entrance from the street level, and where the occupants have the right to use in common hall, stairs, yards and accessory buildings.

(1) "townhouse" means a dwelling unit in a building consisting of more than two dwelling units divided vertically with common walls between adjacent dwelling units, and where each unit has one or more separate entrances.

2. That By-law R76-137, Section 5, be repealed and that the following be substituted:

5. The special charge or charges shall be as set out in Schedule "B" to this By-law.

3. That section 113 of By-law R76-137 be repealed and that the following be substituted:

13. Schedule "A" and Schedule "B" to this By-law form part of this By-law.

4. That Schedule "A" to By-law R76-137 and Schedule "A" to By-law R77-117 are repealed and the lands described in Schedule "A" attached to this By-law shall be inserted therefore.

5. This By-law is subject to the approval of the Ontario Municipal Board.

6. Subject to the approval of the Ontario Municipal Board, this By-law shall come into force and take effect upon third and final reading.

REGIONAL URBAN SERVICE AREA DESCRIPTIONFirstly

In the Town of Dundas, Town of Ancaster, Township of Glanbrook, City of Hamilton and City of Stoney Creek described as follows:

Commencing at the intersection of the centreline of Jones Road (road allowance between Lots 12 and 13, Township of Saltfleet) and the shoreline of Lake Ontario.

Thence southerly along the centreline of Jones Road to its intersection with the centreline of the Queen Elizabeth Way.

Thence easterly along the centreline of the Queen Elizabeth Way to its intersection with the southerly production of the centreline of the Service Road to Campview Road.

Thence northerly to and along the centreline of the Service Road to its intersection with the centreline of Campview Road.

Thence westerly along the centreline of Campview Road and its westerly production to its intersection with the eastern limit of the lands of the Ministry of Government Services of Ontario, said intersection being distant twenty-seven metres (27^m) measured westerly along the said westerly produced centreline from the western limit of Campview Road.

Thence northerly along the said eastern limit of the lands of the Ministry of Government Services of Ontario to the southern shoreline of Lake Ontario.

Thence easterly along the Lakeshore to its intersection with the northerly production of the easterly limit of Registered Plan 662 on the east side of Crennora Boulevard.

Thence southerly to and along the eastern limit of Registered Plan 662 to the south-east corner of Lot 5, Registered Plan 662.

Thence easterly fifty-one (51^m) metres to a point.

Thence southerly eighty-six metres (86^m) more or less to the centreline of Base Line Road.

Thence easterly along the centreline of the said Base Line Road distant fifty metres (50^m) to a point.

Thence southerly to the centreline of the Queen Elizabeth Way.

Thence westerly along the centreline of the Queen Elizabeth Way to its intersection with the centreline of Winona Road.

Thence southerly along the centreline of Winona Road to a point distant one hundred and twenty metres (120^m) north of the centreline of Barton Street.

Thence easterly fifty metres (50^m) to a point.

Thence southerly one hundred and twenty metres (120^m) to the centreline of Barton Street.

Thence easterly along the centre line of Barton Street to a point distant one hundred and sixty-one metres (161^m) west of the centre line of Fifty Road.

Thence southerly parallel with the said centre line of Fifty Road to a point distant sixty metres (60^m) south of the south limit of Highway No. 8.

Thence westerly to a point in the east and west halves lot line of Lot 4, Concession 2, in the geographic Township of Saltfleet distant eighty-five metres (85^m) south of the southern limit of Highway No. 8.

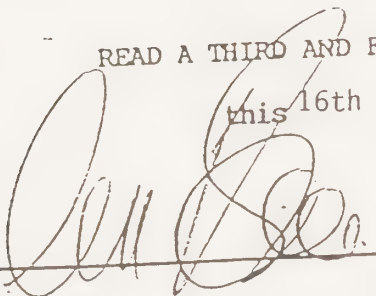
Thence westerly parallel with the southern limit of Highway No. 8 to a point distant sixty-eight metres (68^m) east of the east limit of Winona Road.

7. The Regional Clerk is hereby directed to apply to the Ontario Municipal Board for approval of this By-law and to advertise this By-law in accordance with the directions of the Ontario Municipal Board.

Approved
as per
Regional
Solicitor

READ A FIRST AND SECOND TIME THIS 16th day of February, 1988.

READ A THIRD AND FINAL TIME and finally passed and enacted
this 16th day of February, 1988.


CHAIRMAN


CLERK

Thence southerly parallel with the east limit of Winona Road to its intersection with the easterly production of the southern limit of Lorado Drive, Registered Plan No. 1042.

Thence to and along the south limit of Lorado Drive to the eastern limit of Winona Road, being the north west corner of Lot 22, Registered Plan 1042.

Thence westerly to the south west corner of the east half of Lot 6, Concession 2, geographic Township of Saltfleet.

Thence northerly along the west limit of the said east half to its intersection with the centreline of Highway No. 8.

Thence westerly along the centreline of Highway No. 8 a distance of forty-seven metres (47^m) to a point.

Thence northerly parallel with Lewis Road to a point distant fifty-nine metres (59^m) north of the north limit of Highway No. 8

Thence easterly parallel with the north limit of Highway No. 8 to its intersection with the eastern limit of Lot 6, Concession 2, geographic Township of Saltfleet.

Thence northerly along the last mentioned limit and its northerly production of its intersection with the centre line of Barton Street.

Thence westerly along the centreline of Barton Street to its intersection with the centreline of Fruitland Road.

Thence southerly along the centreline of Fruitland Road and its southerly production to the top of the escarpment.

Thence westerly along the top of the escarpment to the centreline of Highway No. 20.

Thence southerly along the centreline of Highway 20 to the centreline of Highway 53.

Thence westerly along the centreline of Highway No. 53 to its intersection with the centreline of Trinity Church Road.

Thence southerly along the centreline of Trinity Church Road to its intersection with the easterly production of the line between the north and south halves of Lot 16, Concession 2, geographic Township of Glanford.

Thence westerly along the line between the north and south halves of Lot 16 and Lot 15 to the division line between the east and west halves of Lot 15, Concession 2.

Thence southerly along the line between the east and west halves of Lot 15 to the centreline of Dickenson Road.

Thence westerly along the centreline of Dickenson Road to its intersection with the southerly production of the westerly limit of the Ontario Hydro Corridor in Lot 13, Concession 2, geographic Township of Glanford.

Thence northerly along the western limit of the Ontario Hydro Corridor to the centreline of Twenty Road.

Thence westerly along the centreline of Twenty Road to its intersection with the southerly production of the division line between Lots 13 and 12, Concession 1, geographic Township of Glanford.

Thence northerly along the line between Lots 12 and 13 Concession 1, geographic Township of Glanford to the limit between the City of Hamilton and the Township of Glanbrook.

Thence westerly along the limits between the City of Hamilton and the Township of Glanbrook to its intersection with the line between Lots 7 and 8, Concession 1, geographic Township of Glanford.

Thence southerly along the line between Lots 7 and 8, Concession 1, geographic Township of Glanford, and its southerly production to the centreline of Twenty Road.

Thence westerly along the centreline of Twenty Road to its intersection with the northerly production of the eastern limit of Registered Plan 1089.

Thence southerly, westerly and northerly along the limits of Registered Plan 1089 and its northerly production to its intersection with the centreline of Twenty Road.

Thence westerly along the centreline of Twenty Road to its intersection with the centreline of Highway No. 6.

Thence southerly along the centreline of Highway No. 6 to its intersection with the centreline of Dickenson Road.

Thence easterly along the centreline of Dickenson Road to a point distant seventy-six point two metres (76.2m) east of the eastern limit of Highway No. 6.

Thence southerly parallel with the said eastern limit of Highway No. 6 to the south east corner of Lot 1, Registrar's Compiled Plan No. 1485.

Thence westerly along the southern limit of the said Lot 1 and its westerly production to the centreline of Highway No. 6.

Thence southerly along the centreline of Highway No. 6 to a point distant one hundred and ninety-nine metres (199m) south of the south limit of Strathearne Place in Lot 5, Concession 5, geographic Township of Glanford.

Thence westerly in a straight line perpendicular to Highway No. 6 to its intersection with the north limit of the Interprovincial Pipeline Easement.

Thence westerly along the north limit of the said easement to its intersection with the line between the east and west halves of Lot 4, Concession 5, geographic Township of Glanford.

Thence northerly along the said half lot line and its northerly production to the centreline of Airport Road.

Thence easterly along the centreline of Airport Road to its intersection with the southerly production of the eastern limit of "Hamilton Civic Airport".

Thence northerly to and along the eastern limits of the said airport and its northerly production to the centreline of Dickenson Road.

Thence westerly along the centreline of Dickenson Road to its intersection with the southerly production of the line between Lots 4 and 5, Concession 2, Township of Glanford.

Thence northerly along the said lot line and its northerly production to its intersection with the centreline of Twenty Road.

Thence westerly along the centreline of Twenty Road to its intersection with the centreline of Glancaster Road.

Thence northerly along the centreline of Glancaster Road to its intersection with the centreline of Highway No. 53.

Thence westerly along the centreline of Highway No. 53 to its intersection with the centreline of Southcote Road.

Thence northerly along the centreline of Southcote Road to the easterly production of the southern limit of Registered Plan 992.

Thence westerly to and along the southern limit of Registered Plan 992 to the line between Township Lots 46 and 47, Concession 3, geographic Township of Ancaster.

Thence northerly along the said lot line to its intersection with the centreline of Highway 403.

Thence westerly along the centreline of Highway No. 403 to the line between Township Lots 44 and 45, Concession 3, Township of Ancaster.

Thence southerly along the line between Lots 44 and 45, Concession 3, Township of Ancaster to the centreline of Highway No. 53.

Thence westerly along the centreline of Highway No. 53 to the centreline of Fiddler's Green Road.

Thence northerly along the centreline of Fiddler's Green Road to the centreline of Highway No. 403.

Thence westerly along the centreline of Highway No. 403 to its intersection with the centreline of Highway No. 2

Thence easterly along the centreline of Highway No. 2 to its intersection with the southerly production of the western limit of Lot 39, Concession 3, geographic Township of Ancaster.

Thence northerly to and along the said western limit of Lot 39 to its intersection with the westerly production with the southern limit of the lands owned by Wentworth Board of Education and occupied by Ancaster High School.

Thence to and along the last mentioned limit to the south east corner thereof, being a point in the western limit of Taylor Road and Registered Plan No. 793.

Thence northerly along the western limit of Registered Plan 793 to the centre line of Jerseyville Road.

Thence easterly along the centreline of Jerseyville Road to its intersection with the southerly production of the western limit of Registered Plan 783.

Thence northerly to and along the said western limit of Registered Plan 783 to its intersection with Registered Plan 1076, being the south east corner of Lot 18, Registered Plan 1076.

Thence westerly and northerly along the southern and western limits of Registered Plan 1076 to its intersection with Registered Plan M-295, being the south east corner of Lot 1, Plan M-295.

Thence westerly, northerly and easterly following the southern and northern limits of Registered Plan M-295 to the north east corner of Lot 28, Plan M-295.

Thence southerly along the eastern limits of Plan M-295, Registered Plan 1076 to the most north westerly corner of Lot 36, Registered Plan 62M-525.

Thence easterly along the northern limits of Plan 62M-525 to its intersection with the centreline of Sulphur Springs Road.

Thence easterly in a straight line to the intersection of the centreline of Ontario Street and the centreline of Old Dundas Road.

Thence southerly along the centreline of Old Dundas Road to its intersection with the centreline of Wilson Street.

Thence northeasterly along the centreline of Wilson Street to its intersection with the westerly production of the northerly limit of Registered Plan 769.

Thence easterly, southerly and westerly along the northern, eastern and southern limits of Registered Plan 769 to the most southerly corner of Lot 147, Registered Plan 769.

Thence southerly in a straight line to the northerly limit of Limekiln Road.

Thence easterly in a straight line to the northeast corner of Block 11, Registered Plan 62M-380.

Thence northeasterly in a straight line to the northwest corner of Lot 61, draft plan of subdivision Falling Brook Estates.

Thence easterly along the line between Lots 61 and 62 and between Lots 21 and 22 and along the northern limits of Lots 24, 25, 26, 27, 28, 29 and 30, Falling Brook Estates, being a draft plan of subdivision to the northeast corner of lot 30.

Thence easterly in a straight line and on a course of N 76° 30' E to its intersection at the centreline of Highway No. 403.

Thence northerly following the centreline of Highway 403 to its intersection with the western limit of the City of Hamilton.

Thence westerly and northerly along the western limits of the City of Hamilton to its intersection with the southerly limit of the Town of Dundas.

Thence westerly and northerly along the limits of the Town of Dundas and the northerly production of the division line between Township Lots 43 and 44 in the Township of Ancaster to its intersection with the centreline of Governor's Road.

Thence easterly along the centreline of Governor's Road to its intersection with the southerly production of the line between Township Lots 8 and 9, Concession 1, geographic Township of West Flamborough.

Thence northerly to and along the said line between Lots 8 and 9, Concession 1, geographic Township of West Flamborough to its intersection with the northerly limit of the Town of Dundas.

Thence easterly along the north limits of the Town of Dundas to its intersection with the line between Lots 20 and 21, Concession 1, geographic Township of West Flamborough.

Thence southerly along the said line between Lots 20 and 21, Concession 1, to its intersection with the centreline of Olympic Drive.

Thence southerly along the centreline of Olympic Drive to its intersection with the centreline of Cootes Drive.

Thence easterly along the centreline of Cootes Drive to its intersection with the southerly limit of the lands of the Royal Botanical Garden.

Thence easterly along the the southern limits of the said lands on all its courses to a point in the western limit of Longwood Road North in the City of Hamilton, being the north east corner of Lot 21, Registrar's Compiled Plan 1476.

Thence north and north easterly along the western limit of longwood Road to its intersection with the northern limit of Macklin Street.

Thence easterly along the said limit of Macklin Street and its easterly production to its intersection with the western limit of Highway No. 403.

Thence southerly along the west limit of Highway No. 403 to its intersection with the centreline of King Street West.

Thence easterly along the centreline of King Street West to its intersection with the eastern limit of the lands of the Canadian Pacific Railway.

Thence northerly along the east limit of the land of the CP Railway to its intersection with the westerly production of the north limit of Jones Street.

Thence easterly to and along the north limit of Jones Street and the south limits of the lands of the City of Hamilton to a point distant eighty-five metres (85m) north-west of the intersection of the north limit of York Boulevard and the west limit of Inchbury Street.

Thence northeasterly along the east limit of the lands of the City of Hamilton and its northerly production to its intersection with the Hamilton Harbour.

Thence easterly and northerly along the south and east limits of Hamilton Harbour to the centreline of the Burlington ship canal

Thence north easterly along the centreline of the Burlington ship canal to its intersection with the southern limit of Lake Ontario.

Thence easterly along the southern limit of Lake Ontario to the point of commencement.

Secondly

In the Town of Flamborough described as follows:

Commencing at the intersection of the centreline of Highway No. 6 and centreline of the road allowance between Concessions 2 and 3, geographic Township of East Flamborough.

Thence westerly perpendicular to the centreline of said Highway No. 6 to its intersection with the centreline of the Road Allowance between Concessions 2 and 3, in the geographic Township of West flamborough.

Thence westerly along the centreline of the said road allowance to its intersection with the centreline of South Drive.

Thence northerly along the centreline of South Drive to its intersection with the centreline of Highway 5.

Thence westerly along the centreline of Highway No. 5 to its intersection with the division line between Lots 22 and 23, Concession 3, geographic Township of West Flamborough.

Thence northerly along the last mentioned lot line to the north west corner of the south half of Lot 23, Concession 3, geographic Township of West Flamborough.

Thence easterly along the northern limit of said south half of Lot 23, Concession 3 to the north east angle thereof.

Thence easterly in a straight line to the south west corner of Lot 11, Registered Plan 1021.

Thence easterly along the southern limit of Lots 11, 10, 9, 8 and 7, Registered Plan 1021 and their north easterly production to its intersection with the centreline of Highway No. 6.

Thence north west along the centreline of Highway 6 to its intersection with the centreline of Parkside Drive.

Thence northeasterly along the centreline of said Parkside Drive to its intersection with the southeasterly production of the division line between Lots 9 and 8 of Concession 4, in the geographic Township of East Flamborough.

Thence northwesterly to and along the last mentioned limit seventy eight point three three metres (78.33m) to a point.

Thence northeasterly parallel with Parkside Drive to a point distant thirty-eight point one metres (38.1^m) west of the western limit of Centre Road.

Thence northwesterly perpendicular to Parkside Drive a distance of one hundred and thirty metres (130^m) to a point.

Thence northeasterly parallel with Parkside Drive to its intersection with the centreline of Centre Road.

Thence northwesterly along the centreline of Centre Road to its intersection with the southwesterly production of the northwestern limit of Registered Plan 1310.

Thence to and along the northwestern and northeastern limits of Registered Plan 1310 and the north eastern limit of Registered Plan 1261 to the most westerly corner of Plan M-270.

Thence northeasterly along the northwestern limit of said plan M-270 to the most northerly corner thereof.

Thence southeasterly along the northeastern limit of said plan M-270 to a point distant forty metres (40^m) northwest of the northwestern limit of Parkside Drive.

Thence northeasterly parallel with Parkside Drive to its intersection with the centreline of the Ontario Hydro Corridor in Lot 6, Concession 4, geographic Township of East Flamborough.

Thence southeasterly along the said centreline of the Ontario Hydro Corridor to its intersection with the southerly production of the western limit of Registered Plan M-371.

Thence northerly and easterly to and along the western and northern limits of Registered Plan M-371 and its southwesterly production to its intersection with the centreline of Highway No. 5.

Thence southwesterly along the centreline of Highway No. 5 to its intersection with the division line between Lots 5 and 6, Concession 3 in the geographic Township of East Flamborough.

Thence southeasterly along the last mentioned lot line to the southeast corner of Lot 6, Concession 3, geographic Township of East Flamborough.

Thence southwesterly along the northwest limit of Mountain Brow Road East to the most southerly corner of Registered Plan M-318.

Thence northwesterly along the southwestern limits of Registered Plan M-318 to the most westerly corner thereof.

Thence northwesterly along the division line between Lots 5 and 6, Concession 3 to the southeastern limit of George Street.

Thence westerly along the southeastern limit of George Street and its south westerly production to its intersection with the centreline of the Canadian Pacific Railway.

Thence southerly along the centreline of the Canadian Pacific Railway to its intersection with the southeasterly production of the south west limit of Registered Plan M-232.

Thence to and along the southwestern limits of Registered Plans M-232, M-334 and the southeasterly limit of Registered Plan 894 and 1223 to the most southerly corner of Registered Plan 1223.

Thence southwesterly in a straight line to the most easterly corner of Rockcliffe Road, Registered Plan 953.

Thence southwesterly along the southeastern limits of Registered Plans 953, 1412 and 777 to the most southerly corner of Registered Plan 777.

Thence westerly in a straight line to a point in the division line between Lots 11 and 12, Concession 3, geographic Township of East Flamborough, distant three hundred and eighty metres (380m) south of the south limit of Highway No. 5.

Thence westerly in a straight line perpendicular to the last mentioned lot line to its intersection with the division line between Lots 12 and 13, Concession 3, geographic Township of East Flamborough.

Thence southeasterly along the last mentioned division line to its intersection with the centreline of the road allowance between Concessions 2 and 3.

Thence westerly along the centreline of the road allowance to the place of commencement.

Thirdly

Those lands in the Town of Ancaster known as the Ancaster Industrial Business Park which may be more particularly described as follows:

Commencing at the intersection of the centreline of Highway 53 and Shaver Road.

Thence southerly along the centreline of Shaver Road to its intersection with the north limit of the lands of Ontario Hydro.

Thence westerly along the north limits of the lands of Ontario Hydro and its westerly production to its intersection with the centreline of Trinity road.

Thence northerly along the centreline of Trinity Road, to its intersection with the centreline of Highway No. 2.

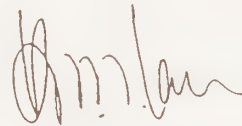
Thence easterly along the centreline of Highway 2 to a line drawn parallel distant seventy-six point two metres (76.2^m) west and at right angles to the eastern limit of Lot 32, Concession 3 in the geographic Township of Ancaster.

Thence northerly along the last mentioned parallel line a distance of two hundred and twenty nine metres (229^m) to a point.

Thence easterly in a straight line to the intersection of the east and west halves lot line of Lot 35, Concession 3 and the Bell Telephone Easement.

Thence easterly in a straight line to a point in the centreline of Shaver Road distant twenty-three metres (23^m) north of the north limit of Highway No. 2.

Thence southerly along the centreline of Shaver Road to the point of commencement.



Ontario Land Surveyor

SPECIAL CHARGES IMPOSED BY BY-LAW R76-137 AS AMENDED

I. The special charge or charges payable to the Regional Municipality of Hamilton-Wentworth by the owner of a building pursuant to section 2 of this By-law shall be as set forth below for each and every unit, indexed as provided in Section II.

	<u>Hamilton</u>	<u>Dundas</u>	<u>Flamborough</u>	<u>Stoney Creek</u>	<u>Glanbrook</u>
Townhouses	\$ 827.00	\$ 404.00	\$ 404.00	\$ 404.00	\$ 404.00
1 Bedroom or Bachelor Apartment Units	318.00	156.00	156.00	156.00	156.00
2 Bedroom or or Bachelor Apartment Units	583.00	284.00	284.00	284.00	284.00

II. The amount of each charge shall be adjusted annually on December 1st using 1986 as a base year and applying the Southam Construction Cost-Index for Ontario.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R79-67

BEING A BY-LAW TO AMEND BY-LAW R76-137, RESPECTING SPECIAL CHARGES ON RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS THAT IMPOSE OR MAY IMPOSE A HEAVY LOAD ON THE WATER AND SANITARY SEWER SYSTEMS OF THE REGION AND FOR PROVIDING EXEMPTIONS THEREFOR.

WHEREAS it is advisable to amend certain sections of By-law R76-137 by way of general amending By-law.

NOW THEREFORE the Council of The Regional Municipality of Hamilton-Wentworth enacts as follows:-

1. That Section 11 of By-law R76-137 be and the same is hereby amended by adding thereto the following:
"(f) every commercial and industrial building from the 1st day of January 1979."
2. This By-law is subject to the approval of the Ontario Municipal Board and shall come into force following such approval and Third Reading of this By-law.

READ A FIRST AND SECOND TIME in Open Council this 15th day of January, 1979.

CHAIRMAN

CLERK

Approved by Ontario Municipal Board March 8, 1979, Board Order No. M7975

READ A THIRD TIME in Open Council and finally passed and enacted
this 3rd day of April 1979.

CHAIRMAN

CLERK

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R77-117

BEING A BY-LAW TO AMEND REGIONAL BY-LAW R76-137
RESPECTING SPECIAL CHARGES FOR REGIONAL SEWERS
AND WATERMAINS.

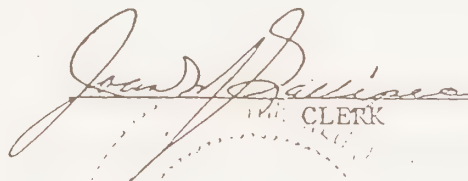
WHEREAS it is advisable to extend the application of the provisions of By-law R76-137 to certain industrial lands in the Town of Ancaster.

NOW THEREFORE the Council of The Regional Municipality of Hamilton-Wentworth enacts as follows:-

1. That Schedule "A" to By-law R76-137 be amended by adding thereto the lands described on Schedule "A" to this By-law and for the purposes thereof these lands may be described as Regional Urban Servicing Area No. 3.
2. Schedule "A" to this By-law forms part of this By-law.

PASSED AND ENACTED this 2nd day of August, 1977.


CHAIRMAN


CLERK

Area #3

Commencing at the intersection of the centre line of the road allowance between Concessions 3 and 4 (Highway #53) with the centre line of the road allowance between lot numbers 36 and 37 (Shaver's Side Rd.) in the Township of Ancaster.

Thence easterly along the said centre line of road allowance between Concessions 3 and 4, Ancaster Township, 300' more or less to its intersection with a line drawn parallel to and distant 300' measured easterly at right angles from the centre line of the said road allowance between lots 36 and 37.

Thence southerly along the last mentioned parallel line to the northern limit of the land of Ontario Hydro running through Concession 4, Ancaster Township.

Thence westerly along the northern limits of the lands of Ontario Hydro aforesaid to a point in a line drawn parallel to and distant 300' measured westerly at right angles from the centre line of the road allowance between lots 30 and 31, Ancaster Township (Trinity Road).

Thence northerly along the last mentioned parallel line, to the centre line of the aforesaid road allowance between Concessions 3 and 4, Ancaster Township (Highway #53).

Thence westerly along the centre line of the said road allowance between Concessions 3 and 4, to its intersection with a line drawn parallel to and distant 300' measured westerly at right angles from the centre line of the road allowance between lots 30 and 31 in Concession 3, Ancaster Township (Highway #52).

Thence northerly along the last mentioned parallel line, to a point thereon distant southerly 2,000' from the southern limit of the road allowance between Concessions 2 and 3, Ancaster Township (Jerseyville Road).

Thence easterly along a line drawn parallel to the southern limit of the said road allowance between Concession 2 and 3 to the centre line of the road allowance between lots 36 and 37, Ancaster Township aforesaid.

Thence southerly along the last mentioned centre line to the aforesaid centre line of the road allowance between Concessions 3 and 4.

Thence along the said centre line of the road allowance between Concessions 3 and 4 to the point of commencement.



Ontario Land Surveyor



THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R76-137

Being a By-law to impose a special Charge on certain residential and non-residential buildings to be erected or enlarged and that impose or may impose a heavy load on the water and sanitary sewer systems of the Regional Municipality of Hamilton-Wentworth.

WHEREAS Section 359, R.S.O. 1970, Ch. 284, The Municipal Act, does provide for the imposition of a special charge or charges in respect to defined classes of buildings to provide for payment for additional capacity of the water and sanitary sewer system otherwise not required except by reason of a heavy load imposed by buildings erected or enlarged after the date of this by-law, and

WHEREAS by Sections 76 and 77 of the Regional Municipality of Hamilton-Wentworth Act, S.O. 1973, Ch. 74, as replaced by Section 46, S.O. 1974, Ch. 117, the Regional Municipality of Hamilton-Wentworth on and after the 1st day of January, 1975, has sole responsibility for the supply and distribution of water and for the collection and disposal of all sewage in the Regional Area, and all the provisions of any general or special Act relating to the financing thereof apply mutatis mutandis to the Regional Corporation, and

WHEREAS the erection or enlargement of residential and non-residential buildings, in parts of the City of Hamilton, the Town of Dundas, the Town of Stoney Creek, the Township of Glanbrook, the Township of Ancaster, and the Township of Flam- borough, in the Regional Municipality of Hamilton-Wentworth, as described in Schedule "A" attached to this By-law, impose or may impose a heavy load on the water and sewer systems of the Regional Municipality of Hamilton-Wentworth, by reason of which, municipal expenditures are or may be required to provide additional water or sanitary sewer capacity in the municipalities as aforesaid, that would not otherwise be required; and

WHEREAS the Ontario Municipal Board has approved of this by-law by its Order No. M76178 dated August 23, 1976;

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

1. In this by-law,
 - (a) "accessory" means normally and customarily incidental, subordinate and devoted to;
 - (b) "Commissioner" means Commissioner of Finance of the Regional Municipality of Hamilton-Wentworth;
 - (c) "Region" means the Regional Municipality of Hamilton-Wentworth;
 - (d) "dwelling unit" means one room or two or more rooms connected together or having access to one another or intended for use as a separate unit in the same building and constituting an independent unit for residential occupancy;
 - (e) "effective date" means the date this by-law is passed after receiving approval thereof by the Ontario Municipal Board;
 - (f) "enlargement" means:
 - (i) where a building contains residential floor area, the addition in the number of dwelling units within a building or to a building;
 - (ii) where a building contains non-residential floor area, addition in the number of square feet within a building or to a building.

(g) "gross floor area" means the total floor area obtained by adding together

- (i) the area contained within the perimeter of the exterior of the building at each floor level or the area contained within the perimeter of the exterior of any enlargement of the building at each floor level, as the case may be, and
- (ii) the area contained in any mezzanine level;

minus the aggregate of

- (iii) the area used or to be used for the purpose of parking; and
 - (iv) the area used or to be used as a means of vehicular access to or egress from a parking area; and
 - (v) the area used or to be used as a means of vehicular access to egress from a storage or loading area; and
 - (vi) the area that is accessory to a parking area.
- (h) "non-residential floor area" means gross floor area used for purposes other than residential floor area.
- (i) "residential floor area" means gross floor area used for dwelling units and floor space area accessory to dwelling units.
- (j) "project" means one or more buildings erected on one legal parcel of land.
- (k) "temporary building" means any building which is demolished or removed within five (5) years from the date of the issue of a building permit for its erection or enlargement.

2. Every owner of a building containing:

- (1) residential floor area;
- (2) non-residential floor area;

shall pay to the Regional Municipality a special charge or charges over and above all other rates and charges subject to section eleven (11) of this By-law.

3. The special charge or charges shall be paid:

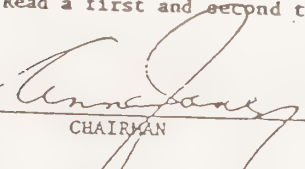
- (1) in respect of:
 - (a) any building containing residential floor area, or
 - (b) any building containing non-residential floor areato be erected or enlarged after the effective date;
- (2) over and above all other rates and charges as the cost to the Region of providing additional water and sewer system capacity to the buildings referred to in section 2;
- (3) on all buildings located on the lands described in Schedule "A" attached to this By-law, subject to section eleven (11) of this By-law.

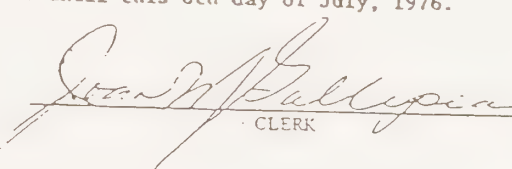
4. The proceeds from the said charge or charges shall be used for Regional waterworks and sewage works as defined within section 362, The Municipal Act,

5. (1) Subject to subsection 2 and 3 of this section, the special charge or charges shall be calculated as follows:
- (a) for buildings referred to in clause (a) of subsection 1 of section 3, or any enlargement thereof, at the rate of \$180. for each dwelling unit.
 - (b) for buildings referred to in clause (b) of subsection one(1) of section three (3), or any enlargement thereof at the rate of \$.30 per square foot of the gross floor area;
- (2) Where any building is erected prior to the effective date and an enlargement to such building is made after the effective date, no special charge shall be calculated and paid in respect of:
- (a) two dwelling units in the first enlargement of the building containing residential floor area, after the effective date.
 - (b) three thousand (3,000) square feet in the first enlargement of the building containing non-residential floor area, after the effective date.
- (3) Where a project is completed after the effective date which is not an enlargement to a building, no special charge shall be calculated and paid in respect of:
- (a) the first two dwelling units in the project containing residential floor area;
 - (b) the first three thousand (3,000) square feet in the project containing non-residential floor area.
6. Where payment is not made in the manner set out in clause (a) of subsection 3 of section seven (7), the special charge or charges imposed under this by-law shall include an amount added thereto for interest as part of the cost of providing additional capacity to the buildings referred to in section 2 of this By-law.
7. (1) The charge or charges imposed under this By-law shall be calculated by the Commissioner at the time of application for the building permit;
- (2) Every owner referred to in section 2 of this By-law is liable to pay at the time the charge or charges have been calculated by the Commissioner;
- (3) The charge or charges imposed under this By-law shall be payable:
- (a) in full at the time of the issuance of the building permit, or
 - (b) in not more than five equal, annual and consecutive instalments, including interest thereon, commencing at the end of the calendar year during which the building permit is issued, provided that the owner may prepay the charge or charges by payment of principal and interest calculated to the date of the prepayment;
- (4) The amount of interest added to the annual instalments shall be at the rate of twelve (12%) per cent per annum calculated from the date of issue of the building permit.

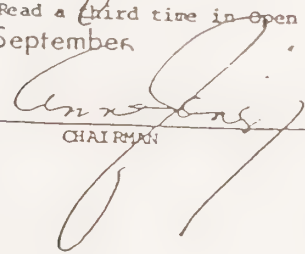
8. The charge or charges imposed under this By-law shall be collected in the same manner and with the same remedies as provided for by The Municipal Act for the collection of real property taxes.
9. The charge or charges imposed under this by-law is a lien upon the land on which the building or any enlargement to the building is erected.
10. The proceeds of the charge or charges shall be deemed to be a reserve fund established under section 308 of The Municipal Act.
11. The following are exempt from any charge or charges imposed under this By-law:
 - (a) Every building on land exempt from taxation under any general or special Act;
 - (b) Every building on land in respect of which an agreement has been entered into with the municipality under section 33 of The Planning Act, R.S.O. 1970, Ch. 349, as amended, or any predecessor thereof.
 - (c) Every building or any land in respect of which a contribution to provide water or sanitary sewer facilities has been made within the ten (10) years previous to the application for a building permit, to the extent of the contribution so made;
 - (d) Every residential building having not more than two dwelling units;
 - (e) Every building other than a residential building with an inside floor area of not more than three thousand (3,000) square feet.
12. Where any building or any enlargement thereof for which a special charge has been imposed is demolished or removed from the lands described in Schedule "A" to this By-law within five (5) years from the date of issue of the building permit, the owner of such building or enlargement may apply to the Commissioner for a refund of the special charge equal to that portion of the five (5) year period during which such building or enlargement was demolished or removed.
13. Schedule "A" to this By-law forms part of this By-law.
14. This By-law shall come into force and take effect upon the date of final passing by Council following the approval of this By-law by the Ontario Municipal Board.
15. This By-law may be cited as The Regional Special Charge By-law.

Read a first and second time in open Council this 6th day of July, 1976.


CHAIRMAN


CLERK

Read a third time in open Council and finally passed this 7th day of September, 1976.


CHAIRMAN


CLERK

REGIONAL URBAN SERVICING AREA - # 1

Commencing at the point where the line between Lots 13 and 14 Broken Front Concession (Saltfleet Township) intersects the low water mark of Lake Ontario; thence southerly along the line between Lots 13 and 14 to the brow; or edge of the Niagara Escarpment; thence westerly along the said brow, or edge of the Niagara Escarpment to the centre line of King's Highway No. 20; thence southerly along the centre line of Highway # 20 to the centre line of the road allowance between Con.VII and VIII (Highland Road); thence westerly along the centre of Highland Road to the line between Lot 25 and Lot 26, Con. VIII; thence southerly along this line to the centre line of King's Highway No. 53; thence westerly along the centre of Highway # 53 to the line between Lots 3 and 4, Block 4, Concession 1, (Township of Binbrook); thence southerly along this line to the northerly limit of the property of Ontario Hydro in Con.I; thence westerly along the said northerly limit to the line between Lots 5 and 6, Block 5, Concession 1, (Township of Binbrook); thence northerly along this line to the centre line of the King's Highway No. 53; thence westerly along the centre line of Highway # 53 to the intersection of this line with the limit of the Corporation of the City of Hamilton; thence southerly along the said limit and continuing southerly along the line between the Township of Binbrook and Township of Glanford to the intersection with the centre line of the road allowance between Concession II and III in the Township of Glanford; thence westerly along this line to the intersection with the line between Lots 9 and 10; thence northerly along this line to the limit of the Corporation of the City of Hamilton; thence westerly along said limit to the intersect with

the projection of the centre line of Upper Wentworth Street with said limit; thence northerly along said centre line projection to the intersect with the centre line of Rymal Road; thence westerly along said centre line to the intersect with the centre line of Upper Wellington Street; thence northerly along said centre line to a line being 500' south of the centre line of Limeridge Road; thence westerly along said line to the intersection with line between Lots 17 and 18, Township of Barton; thence southerly along said line to the intersection of the extension of the centre line of Glaudette Gate; thence westerly along the extension of the centre line of Glaudette Gate to Glaudette Gate; thence along the centre line of Glaudette Gate; thence westerly along the extension of Glaudette Gate to the intersection of this line with the limits of the City of Hamilton; thence northerly and westerly along the City of Hamilton limits to the centre line of Golf Links Road; thence westerly along the centre line of Golf Links Road to the centre line of Kitty Murray Lane; thence, southerly along the centre line of Kitty Murray Lane to the centre line of Highway # 53; thence, westerly along the centre line of Highway # 53 to the centre line of Shaver's Side Road; thence, northerly along the centre line of Shaver's Side Road to the centre line of Jerseyville Road; thence easterly along the centre line of Jerseyville Road to the centre line of Martin's Road; thence northerly along the centre line of Martin's Road to the centre line of the road allowance between Concession 1 and 2, Township of Ancaster; thence easterly along the centre line between Concession 1 and 2 to the limits of the City of Hamilton; thence northerly along the limit of the City of Hamilton to the intersection with the limit of the Town of Dundas;

- 3 -

thence westerly and northerly along the limit of the Town of Dundas to the line between Lots 6 and 7, Township of West Flamborough; thence northerly along the line between Lots 6 and 7, Township of West Flamborough,

to the limits of the Town of Dundas; thence easterly and northerly along the limits of the Town of Dundas to the line between Lots 21 and 22, Township of West Flamborough; thence, southerly along the line between Lots 21 and 22, Township of West Flamborough, to the Desjardins Canal; thence easterly along the Desjardins Canal to Hamilton Harbour; thence easterly in a straight line to the intersection of the centre line of the Burlington Canal with the low water mark of Lake Ontario; thence easterly along the low water mark of Lake Ontario to the point of commencement.

Commencing at the intersection of the line between Lots 10 and 11, Township of East Flamborough and Highway # 5; thence northerly along the line between Lots 10 and 11, Township of East Flamborough to a line 200' north of the north limit of the road allowance between Concession 3 and 4; thence easterly along the line 200' north of the north limit of the road allowance between Concession 3 and 4 to the line between Lots 3 and 4, Township of East Flamborough; thence southerly along the line between Lots 3 and 4, Township of East Flamborough, to a line 250' south of the centre of Highway # 5; thence westerly along the line 250' south of centre line of Highway # 5 to a line between the Lots 5 and 6, Township of East Flamborough; thence along the line between Lots 5 and 6, Township of East Flamborough, to the limit of the Regional Municipality of Hamilton-Wentworth; thence westerly along the limit of the Regional Municipality of Hamilton-Wentworth to the line between Lots 10 and 11, Township of East Flamborough; thence northerly along the line between Lots 10 and 11, Township of East Flamborough, to the point of commencement.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-197

To Permit the Erection and Maintenance of
Objects Upon a Regional Road.

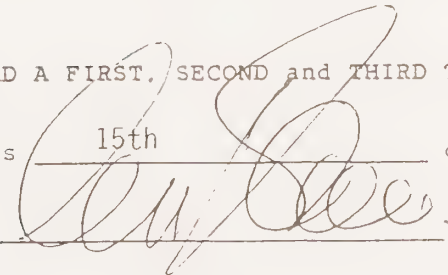
WHEREAS Section 309 (3) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, provides that the Council of every municipality may pass by-laws for permitting any person to place, construct, install, maintain, and use objects in, on, under, or over highways under such conditions as may be agreed upon for prescribing the terms and conditions upon which the same are to be placed, constructed, installed, maintained, or used, and for making such annual or other charge for the privilege conferred by the by-law as it considers reasonable,

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

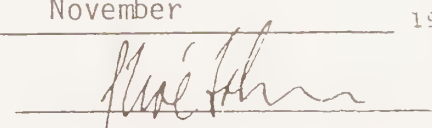
1. The applicant, The Cadillac Fairview Corporation Limited, and the Owners of the adjacent properties, The Corporation of the City of Hamilton and Eaton Properties Limited, are hereby granted the privilege of erecting and maintaining a pedestrian bridge over the highway allowance of York Boulevard upon the terms and conditions contained in the agreement attached hereto as Schedule I.
2. The Regional Chairman, Regional Clerk and Regional Treasurer are hereby authorized to sign and execute all necessary documents to implement this By-law.
3. Schedule I attached to this By-law is included in and shall be considered part of this By-law.
4. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED and ENACTED

this 15th day of November 1988



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

THIS AGREEMENT made this 9th day of NOVEMBER,
1988.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH,
(hereinafter called "the Region")

OF THE FIRST PART,

- and -

THE CADILLAC FAIRVIEW CORPORATION LIMITED
and EATON PROPERTIES LIMITED,
(hereinafter collectively called "the Developer")

OF THE SECOND PART,

- and -

THE CORPORATION OF THE CITY OF HAMILTON,
(hereinafter called "the City")

OF THE THIRD PART

- and -

EATON PROPERTIES LIMITED,
(hereinafter called "the Ground Lessor")

OF THE FOURTH PART

WHEREAS the Ground Lessor is the owner and/or owner under
an Agreement of Purchase and Sale of certain lands described in
Schedule "A" attached hereto and as shown outlined on Schedule "B"
attached hereto;

AND WHEREAS the Developer has a leasehold interest in and
is redeveloping the Ground Lessor's lands described in Schedule "A"
attached hereto, for a multi-level retail and office complex ("the
Shopping Mall");

AND WHEREAS the City is the registered owner of certain
lands described in Schedule "C" attached hereto and as shown
outlined on Schedule "D" attached hereto, on which it has constructed
a new municipal parking garage (the "Parkade").

AND WHEREAS Section 39 of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437 as amended, provides that the Regional Council may, by by-law, authorize agreements between the Region and the owners or lessees of land abutting on a highway for the construction, maintenance and use of walks for pedestrians over, across, or under the highway upon such terms and conditions as may be agreed;

AND WHEREAS the City did authorize the execution of this Agreement on August 30, 1988, in adopting Section 3 of the Sixteenth Report of the Executive Committee and confirmed it through the passing of By-law 88-216;

AND WHEREAS the Region did, by Bylaw _____, on the ____ day of _____, 1988, authorize the execution of this Agreement;

AND WHEREAS the Developer is desirous of constructing a pedestrian bridge (the "Bridge") which will traverse portions of the air space above York Boulevard;

AND WHEREAS the parties are desirous of setting forth the terms and conditions of the construction of the Bridge in order that it may proceed in an expeditious fashion;

WITNESSETH in consideration of the premises and of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. (a) The Region hereby grants to the Developer the use of the air space over York Boulevard as outlined on Schedule "E" hereto to be occupied by the Bridge at the pleasure of the Region and subject to the conditions herein provided.

(b) The City hereby grants to the Developer the use of the air space over its lands as cross-hatched on Schedule "E" hereto to be occupied by the Bridge at the pleasure of the City and subject to the conditions herein provided.

2. The City and the Region grant to the Developer the right to erect and occupy the Bridge in such air space and to install, erect and maintain, within the extension of the vertical limits of such air space, supporting structures for the Bridge substantially as shown on Schedule "F" hereto;

3. The Developer agrees as follows:

- (a) To construct the Bridge in a good, workmanlike and first-class manner, which Bridge shall be completed and open for use prior to or concurrent with the opening of Phase III of the Shopping Mall development;
- (b) To pay to the Region the sum of One Hundred and Ninety-Eight (\$198.00) Dollars forthwith after execution of this Agreement;
- (c) To pay the Region each year during the term of this Agreement, the sum of Seven Thousand Eight Hundred (\$7,800.00) Dollars, which has been calculated in accordance with the formula set out in Schedule "G" hereto in advance on the first (1st) day of January in each year commencing January 1, 1989, or such lesser amount as may be determined from time to time by the Region. The Developer agrees that this sum may be adjusted based on the formula set out in Schedule "G" every five (5) years during the term of this Agreement commencing January 1, 1989 and each fifth anniversary following, provided that the Region shall conduct its own appraisal of the fair market value of the lands traversed by the Bridge and provide particulars to the Developer of such appraisal. If the Developer wishes to dispute such appraisal, it shall do so in accordance with the provisions of Paragraph 16 herein;
- (c) (i) To pay to the Region the sum of Three Thousand Two Hundred and Fifty (\$3,250.00) Dollars, being the pro-rated amount of the annual fee for 1988 for the balance of the year forthwith after execution of this Agreement;
- (c) (ii) To pay all taxes, charges, duties, rates, levies and business taxes now or hereafter imposed by the Region or the City or any other level of government which may become owing as a result of the construction of the Bridge and support structure, the operation thereof and the use of the air space over York Boulevard.
- (d) To observe and comply with all federal, provincial and municipal legislative and statutory requirements

including all by-laws of the Region or the City in the construction of the Bridge and support structure and in the use and maintenance thereof, and to obtain all necessary permits in connection therewith;

- (e) To cause the Bridge to be erected at its sole expense, at a minimum clear height of 5.33 metres above York Boulevard and subject to such reasonable variation thereof as may be required above any sidewalk in accordance with the plans attached hereto as Schedule "F" and pursuant to a building permit issued by the City;
- (f) To pay any and all reasonable costs for the relocation of existing street lighting standards on York Boulevard as may be required by the Region or the City arising due to the construction or existence of the Bridge and the reasonable costs incurred in the construction or placement of any additional lighting or lighting standards required under the Bridge or on York Boulevard and to allow, without compensation, both the City and the Region to use the Bridge and its support structure as may be required to attach such lighting or lighting standards, subject to prior approval by the Developer, such approval not to be unreasonably withheld;
- (g) After commencement of construction, to proceed with all reasonable dispatch to complete the erection of the Bridge and its support structure in a good, workmanlike and first-class manner, causing the minimum disruption of vehicular and pedestrian traffic and, upon completion, to restore York Boulevard to an equivalent standard of paving and drainage as presently exists;
- (h) Upon completion of the Bridge, to maintain it along with its support structure and to keep same in good repair so that it is, at all times, in a safe and clean condition and at no time creates a nuisance or constitutes a hazard for users of the Bridge or for members of the public using York Boulevard or causes damage to York Boulevard or other Regional or City property. Without in any way limiting the strict liability of the Developer to repair hereunder, the Region or City may, but need not, give notice in

writing to the Developer to repair and if the Developer should default in complying with such notice within thirty (30) days from the giving of the notice, or within such shorter period as the notice may reasonably specify, then the Region or the City acting reasonably may, but need not, cause such work in respect of which the default has occurred to be carried out and the Developer shall pay the Region or the City the cost of such work.

- (i) To construct the Bridge and its support structure and carry out all work in connection therewith in such a manner so as not to interfere with or in any way damage any existing structures, ducts, buried cables, pipes, electrical or communication wires or cables, poles, sewers, underground areaways, drains or catch basin, gas lines or watermains (hereinafter collectively called "the Utilities") under, in, over or near to those portions of York Boulevard where the Bridge and its support structure are to be constructed, and to repair any and all damage to the Utilities caused by, or in any way attributable to, the construction of the Bridge and its support structure or the failure to keep same in good repair, and the Developer indemnifies both the City and the Region against all claims, damages, liabilities, costs, expenses and fees arising out of damage caused to the Utilities or out of the failure of the Developer to comply with the terms of this clause;
- (j) That if the Developer should at any time, or from time to time, become liable for the payment of costs incurred by the Region and/or the City in remedying any default under this Agreement, the Region and/or the City shall deliver to the Developer its certificate as to the amount of such costs, accompanied by such statements, accounts, vouchers, documents and other papers as are reasonably necessary in order to permit the Developer to ascertain the accuracy of those certificates; and the amount of such costs shall be due and payable by the Developer within thirty (30) days after demand;
- (k) That the Region and the City by its officers, agents, servants or employees, may at any reasonable

time upon giving reasonable notice to the Developer, enter upon the Bridge for the purpose of making any inspection or doing any work permitted to be done by the Region or the City under or pursuant to this Agreement and it shall be carried out expeditiously and in such a manner as is designed to minimize the inconvenience to persons using the Bridge;

- (1) Neither the Region nor the City shall be responsible to the Developer or the Ground Lessor for business interruption or loss of profits or any other consequential damages incurred by them as a result of any work permitted to be done by either the Region or the City with respect to the Bridge or Parkade pursuant to this Agreement.

4. The Developer agrees to the operational and other provisions as follows:

- (a) Not to use the whole or any part of the Bridge for any purposes other than those of pedestrian walkway unless the written approval of the Region and the City is first had and obtained;
- (b) During the term of this Agreement the Developer shall obtain and maintain in force or cause to obtain and maintain in force comprehensive public liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the construction, use, operation and state of repair of the Bridge and its support structure insuring the Developer, the Region, and the City with such exclusions and to such amounts (but not less than Five Million (\$5,000,000.00) Dollars) to protect the insured parties, their officers, servants and agents against loss or damage to the same extent as may from time to time be prudent. It is acknowledged that the minimum amount of Five Million (\$5,000,000.00) Dollars coverage shall be, at the option of the City and the Region, subject to review every two (2) years, and may be adjusted by the City and the Region as in their opinion acting reasonably is necessary to reflect the amounts of adequate coverage, including the inclusion of other forms of insurance coverage then available, generally carried by prudent developers at that time. Each policy shall name each of The Cadillac Fairview Corporation Limited, Eaton Properties Limited, the Region and the City as a party insured

thereunder and shall include a cross-liability and waiver of subrogation clause in respect of each party insured. The Developer shall provide both the City and the Region with a certificate of insurance confirming coverage as per paragraph 4(b) herein upon the commencement of construction of the bridge and on each anniversary date of the insurance policy thereafter.

5. In the event construction of the Bridge is not commenced within six (6) months from the date of execution hereof, this Agreement shall be null and void.

6. Unless otherwise agreed, on termination of this Agreement by any Party entitled to so terminate, the Developer agrees to demolish and remove the Bridge and its support structure at its own cost and repair all damage caused by such demolition and removal and restore the Parkade affected thereby to an equivalent condition as now exists, subject to reasonable wear and tear.

7. This Agreement and the rights granted herein in the air space over York Boulevard to the Developer are subject to all rights to such air space now or that may hereafter be vested in the Region and the City or in any gas, telephone, telegraph, electric light or other utility company. The Region and the City both expressly reserve to themselves the right to use the said air space for their purposes or to permit services to be constructed in the air space, provided, however, both the Region and the City shall use their reasonable efforts at all times not to disturb or interfere with the operation or the location of the Bridge or its support structure. Save and except for any gross negligent acts of the servants of the Region or the City, the Developer and the Ground Lessor shall not be entitled to any compensation for damages or business interruption or loss of profits from the Region or the City by reason of the exercise of the Region's or the City's rights in the said air space reserved to them hereunder.

8. The Developer agrees to comply at all times with the provisions of the Construction Lien Act. The Developer shall use its best efforts to ensure that no liens, claims or other charges are made against the interest of the Region or the City, or are registered against the Bridge or the adjacent lands of the parties hereto arising out of the construction of the Bridge. In the event that any such lien, claim or charge is so made or registered, the Developer shall forthwith cause same to be removed at its own expense.

9. On the completion of construction of the Bridge the Developer shall:

- (a) be the owner of the Bridge;
- (b) maintain and operate the Bridge during the continuance in force of this Agreement and shall pay all of the costs and operation and maintenance (including security); and
- (c) maintain the Bridge in a safe and tidy condition, and, subject to any restrictions imposed by The Ontario Building Code or any other applicable law open to the free and uninterrupted movement of pedestrians.

10. The Parties hereto agree that there will be a sign placed on the exterior of the Bridge identifying the project as the "Hamilton Eaton Centre" and subject thereto, no information sign, billboard or other advertising device will be attached to, under or over the exterior of the Bridge without the prior written approval of the Region and the City being first had and obtained, it being expressly agreed, however, by the Developer that the Region and the City shall have the right to place, erect and maintain directional and traffic signs on exteriors of the Bridge in such positions and numbers as the Region and/or the City deems proper, subject to reasonable approval of Developer having regard to the design, appearance and use of the Bridge.

11. If the Developer desires in any way in the future to redevelop or alter the Bridge, such redevelopment or alteration will be subject to review and approval of the City and the Region, and the work will be carried out expeditiously and without delay and with minimum interruption to pedestrian or vehicular traffic and at the Developer's cost.

12. If, during the continuance in force of this Agreement, the Bridge is damaged, unless otherwise agreed between all the parties, the Developer shall rebuild if damage occurs prior to 2008, unless the Developer has the right to terminate this Agreement pursuant to Paragraph 14 hereof, in which event the Developer may, but need not, rebuild. In the event that such damage occurs in 2008 or thereafter, the Developer may, at its option, rebuild the same at its own expense. All parties hereto shall each release their respective interests in all insurance monies payable pursuant to insurance policies maintained by the Developer in respect of such damage to permit such rebuilding.

13. The City hereby grants and conveys to the Developer during the continuance of this Agreement the right to connect the Bridge to the Parkade, and to maintain and continue such connections. The City hereby grants full power, license and permission at any and all times hereafter to the Developer, its servants, employees, workmen and contractors, at any reasonable time upon the Developer giving reasonable notice to the other parties hereto, to enter upon the Parkade for the purpose of repairing, maintaining, altering, reconstructing and inspecting the Bridge connections, provided that the work shall be carried out expeditiously and in such a manner as is designed to minimize the inconvenience to persons using the Bridge, or the Parkade.

14. The City acknowledges that a fundamental component of the Shopping Mall is the availability of, and access to, parking in the Parkade without which the Developer would not have entered into this Agreement. The City further acknowledges that it is current municipal policy to maintain the Parkade for parking purposes, to encourage and foster development in the downtown area through the provision of an ample supply of parking, and to encourage the provision of "+15" pedestrian walkways. In the event that the operation or redevelopment of the Parkade results in fewer than eight hundred (800) parking spaces being available for public use, at the request of the Developer, the City shall use its best efforts to arrange for additional parking spaces to serve the Shopping Mall, such spaces to have reasonably comparable convenience of access to the Shopping Mall. In the event that such additional parking spaces are not provided, the developer may, at its option, terminate this Agreement and remove the Bridge.

15. In the event that the City conveys the lands shown on Schedule "D" and the Developer elects to keep the Bridge in operation pursuant to its rights under paragraph 14 hereof, the City shall secure from the purchaser a covenant to enter into a cost-sharing agreement whereby the costs will be shared on an equal basis with the Developer with respect to all operating costs associated with the Bridge including payments to the Region for the use of the air space over York Boulevard, repair and maintenance, taxes, charges, duties, rates, levies and business taxes.

16. In the event any dispute or difference arises between the parties hereto or any two or more of them during the term hereof excepting any matter over which the City or the Region is given sole and exclusive authority under the terms of this Agreement, such dispute shall be submitted to arbitration pursuant to The Arbitration Act, R.S.O. 1980, and any limitation on the remuneration

of arbitrators imposed by such legislation shall not have application to any arbitration proceeding commenced pursuant to this Agreement.

17. This Agreement may not be assigned, transferred or conveyed by the Developer or either of them except with the assignment, transfer or conveyance of all or part of the Developer's interest in the Shopping Mall, provided that any such assignment in the Shopping Mall by the Developer or either of them is conditional upon such assignee entering into an agreement with the Region and the City containing similar covenants and indemnities as given in this Agreement in favour of both the Region and the City.

18. The covenants and indemnities on the part of the Developer herein contained given to both the Region and the City shall be observed and performed by the Developer in the first instance, and, in the event of the Developer's default in so doing, the Ground Lessor covenants with the Region and the City to observe and perform same upon receipt of Notice of Nonperformance by the Developer from either the Region or the City and if the Ground Lessor fails to remedy any such default within the time specified in such notice the Region or the City may remedy any such default at the entire expense of the Ground Lessor by adding such costs to the tax roll and collecting same as arrears of municipal taxes.

19. Any notice in writing which any of the parties hereto may desire to give to the others may be validly and effectively given by personal delivery or by mailing the same by prepaid registered post, addressed as follows:

The Region:

The Regional Municipality of Hamilton-Wentworth
119 King St. West
P. O. Box 910
Hamilton, Ontario
L8V 3V9
Attention: Regional Clerk

The Developer:

The Cadillac Fairview Corporation Limited
20 Queen Street West
Toronto, Ontario
M5H 3R4
Attention: Secretary

- and -

Eaton Properties Limited
1 Dundas Street West
11th Floor
Toronto, Ontario
M5B 1C8

The City:

The Corporation of the City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4
Attention: City Clerk

The Ground Lessor:

Eaton Properties Limited
1 Dundas Street West
11th Floor
Toronto, Ontario
M5B 1C8

or such other address as indicated in writing, and every such notice shall be conclusively deemed to have been received on the day of receipt thereof by the addressee.

20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

21. This Agreement shall be registered in the Local Land Registry Office for the lands described in Schedule "A" and Schedule "C" by and at the expense of the Developer. The registered duplicate of the agreement will be delivered forthwith to both the Regional Clerk and the City Clerk.

22. In the event that any monies payable pursuant to the provisions of this Agreement are not paid by the Developer within 30 days of written notice, such monies shall bear interest at an annual rate of prime plus 2%, calculated monthly at C.I.B.C. prime rate.

23. The Developer and each of them jointly and severally shall and do hereby, at all times, indemnify and save harmless the Region and the City from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which either the Region or the City may bear, suffer or be put to by reason of any damage to property of any person, or injury or death to any person as a result of the granting of the use of the air space herein to the Developer, the construction, maintenance and operation of the Bridge and its support structure, the repair or failure to repair the Bridge and its support structure, whether any such claims arise prior to or after the termination of this Agreement and it is hereby expressly understood that this indemnity shall survive the termination of this Agreement.

24. The review or appraisal by the Region or the City of any plans or specifications for the construction of the Bridge or support structure, the issuance of any permit for construction, the inspection or approval of the construction or the state of repair of the Bridge or support structure from time to time or any decision by the Region or the City not to repair the Bridge or support structure or the failure to give notice to repair to the Developer shall not in any way diminish the right of the Region or the City to the full protection of the indemnity given to them.

25(a). The term of this Bridge Agreement shall be at the sole pleasure of the Region. No length of time or of enjoyment by the Developer or Ground Lessor shall enure to give any right, title or interest to the Developer or to the Ground Lessor or their successors or assigns in the use of the air space over York Boulevard or to maintain the Bridge over the said road allowance, or shall deprive the Region by the operation of any limitation period or otherwise of any right to require at any time, at its pleasure, that the Developer and the Ground Lessor remove the Bridge and its support structure and to clear the air space occupied by it and to leave York Boulevard in the same condition as it was at the time the Developer obtained the rights under this Agreement and to do so with as little interruption to pedestrian or vehicular traffic along York Boulevard as possible.

25(b). Upon termination of this Agreement by any party, the Developer shall be allowed twelve (12) months to remove the Bridge.

26. The Developer asserts that the continuous operation of the Bridge is essential to the operation of the Shopping Mall and that any unscheduled interruption of the operation of the Bridge could seriously affect the Shopping Mall, causing heavy and continuous loss and damages to the Developer. The Region and the City both agree to use their best efforts to avoid any interference with the continuous operation of the Bridge, and not to act unreasonably and/or arbitrarily with respect to such continuous operation. The Developer and the Ground Lessor both acknowledge to the Region and the City that the wording in this clause is merely a statement of intent on the part of the Region and the City and that this clause is not to be construed in any way as placing any liability or obligation on either the Region or the City with respect to any claims brought by either the Developer or the Ground Lessor against the Region or the City for compensation for damages or business interruption or loss of profits due to any unscheduled interruption to the continuous operation of the Bridge and shall not in any way diminish or qualify the rights of the Region as

defined under paragraph 25 of this Agreement or under any other terms hereof.

IN WITNESS WHEREOF the parties hereto have hereunder set their seals, attested by the hands of their proper officers in that behalf as of the day and year first above written.

THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Per: _____
Chairman

Per: _____
Clerk

Per: _____
Commissioner of Finance

Approved
as to form
DAE
Regional
Solicitor

THE CADILLAC FAIRVIEW
CORPORATION LIMITED

Per: *Donald B. Blair*
Senior Vice-President

Per: *Donald B. Blair*
Secretary

THE CORPORATION OF THE CITY OF
HAMILTON

Per: *William R. ...*
Mayor

Per: *J. A. ...*
Clerk

*Approved for execution
Martin Guxton*

EATON PROPERTIES LIMITED

Per: *Richard B. ...*
Director

Per: *J. ...*
Assistant Secretary

CADILLAC FAIRVIEW CORPORATION

BRIDGE AGREEMENT

SCHEDULE INDEX

Schedule A	Legal Description of Lands owned by Ground Lessor
Schedule B	Map of Lands owned by Ground Lessor
Schedule C	Legal Description of Lands owned by City
Schedule D	Map of Lands owned by City
Schedule E	Air Space to be used by Developer over lands owned by City
Schedule F	Schematic Diagram of Bridge
Schedule G	Formula of funds payable by Developer to the Region

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS OWNED
BY GROUND LESSOR

Firstly:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth in the Province of Ontario, being composed of Lots Numbers One (1) and Two (2) on the Westerly side of Merrick Street in the Block bounded by James, Merrick, MacNab and York Streets in David Kirkendall's Survey registered in the Registry Office for the Registry Division of Wentworth as Plan No. 39 and part of Andrew Miller's Seven Acre (7 ac.) Tract as shown on the plan filed in the said Registry Office for the Registry Division of Wentworth in Miscellaneous Drawer Number Two (2) and designated as Parts 1, 2 and 3 on a Reference Plan of Survey filed in the said Land Registry Office as Plan No. 62R-253.

Secondly:

Parcel 4-2, Section W-39

THAT PART of Market Square (formerly York Street) as shown on Plan No. 50, now closed by City of Hamilton By-Law No. 70-279 dated September 29th, 1970, and registered as Instrument No. 182921 A.B., said Market Square being formerly part of Andrew Miller's Survey (Seven Acre Tract) in the block bounded by York Boulevard (formerly Merrick Street), James Street, Market Square and MacNab Street (now closed) registered in the Land Registry Office (No. 62) - Land Titles Division of Wentworth at Hamilton, and designated as all of Part 6 on a Plan of Survey of record in the said Office of Land Titles, as 62R-2801.

Thirdly:

Parcel 4-3, Section W-39

THOSE PARTS of Andrew Miller's Survey (Seven Acre Tract) as shown on Plan No. 50, in the block bounded by York Boulevard (formerly Merrick Street), James Street, Market Square and MacNab Street (now closed), and part of Market Square (formerly York Street) now closed by City of Hamilton By-Law No. 70-279 dated September 29th, 1970, and registered as Instrument No. 182921 A.B., registered in the Land Registry Office (No. 62) Land Titles Division of Wentworth, at Hamilton, designated as all of PARTS 5 and 7 on a Plan of Survey of record in the said Office of Land Titles at Hamilton, as 62R-2801.

TOGETHER with a Right-of-Way for the Transferee, its successors and assigns on, over, along and upon PARTS 1 and 4 on said Reference Plan 62R-2801.

Fourthly:

Parcel 4-4, Section W-39 (Freehold)

THOSE PARTS of Andrew Miller's Survey (Seven Acre Tract) as shown on Plan No. 50, in the block bounded by York Boulevard (formerly Merrick Street), James Street, Market Square (formerly York Street) and MacNab Street (now closed) registered in the Land Registry Office (No. 62) - Land Titles Division of Wentworth - at Hamilton, designated as PARTS 3 and 4 on a Plan of Survey of record in the said Office of Land Titles at Hamilton, as Plan 62R-2801.

TOGETHER WITH a Right-of-Way for the Transferee, its successors and assigns on, over, along and upon PART 1 on said Reference Plan 62R-2801.

SUBJECT to a Right-of-Way over PART 4 on said Reference Plan 62R-2801, in favour of The T. Eaton Realty Company, Limited as set out in Instrument No. 150118 H.L. and The T. Eaton Company Limited, as set out in Instrument No. 72616 L.T.

Fifthly:

Parcel 4-5, Section W-39 (Freehold)

THOSE PARTS of Andrew Miller's Survey (Seven Acre Tract) as shown on Plan No. 50, and part of Lot 4 and an unnumbered lot according to David Kirdendall Survey as shown on Plan No. 39, both surveys being in the block bounded by York Boulevard (formerly Merrick Street), James Street, Market Square (formerly York Street) and MacNab Street (now closed), registered in the Land Registry Office (No. 62) - Land Titles Division of Wentworth - at Hamilton, designated as PARTS 1 and 2 on a Plan of Survey of record in the said Office of Land Titles at Hamilton, as Plan 62R-2801.

SUBJECT to a Right-of-Way over PART 1 on said Plan 62R-2801, in favour of The T. Eaton Realty Company Limited, as set out in Instrument No. 72616 L.T., and Eaton Properties Limited, as set out in Instrument No. 72617 L.T.

Sixthly:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth, being composed of that part of York Boulevard, South Branch, formerly Merrick Street, and part of Lots 5 and 6 on the northerly side of Merrick Street in the Block bounded by Merrick, James, Vine and MacNab Streets, in David Kirkendall's Survey registered in the Registry Office for the Registry Division of Wentworth as Plan No. 39 and designated as Parts 1, 2, 3, 4, 5, 6, 7, 8 and 9 on a Reference Plan of Survey filed in the said Land Registry Office as Plan No. 62R-8518.

MAP OF LANDS OWNED
BY GROUND LESSOR

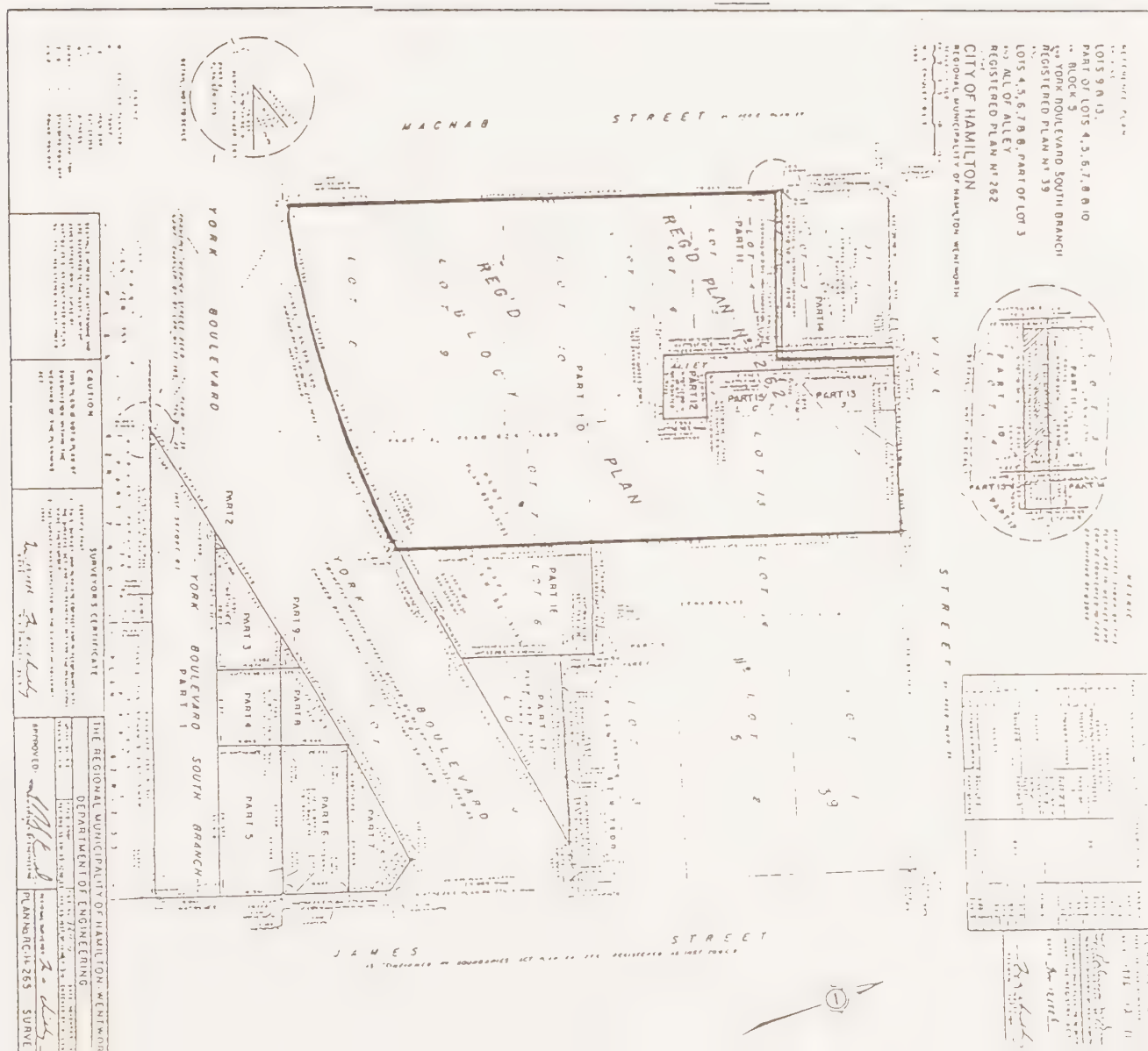


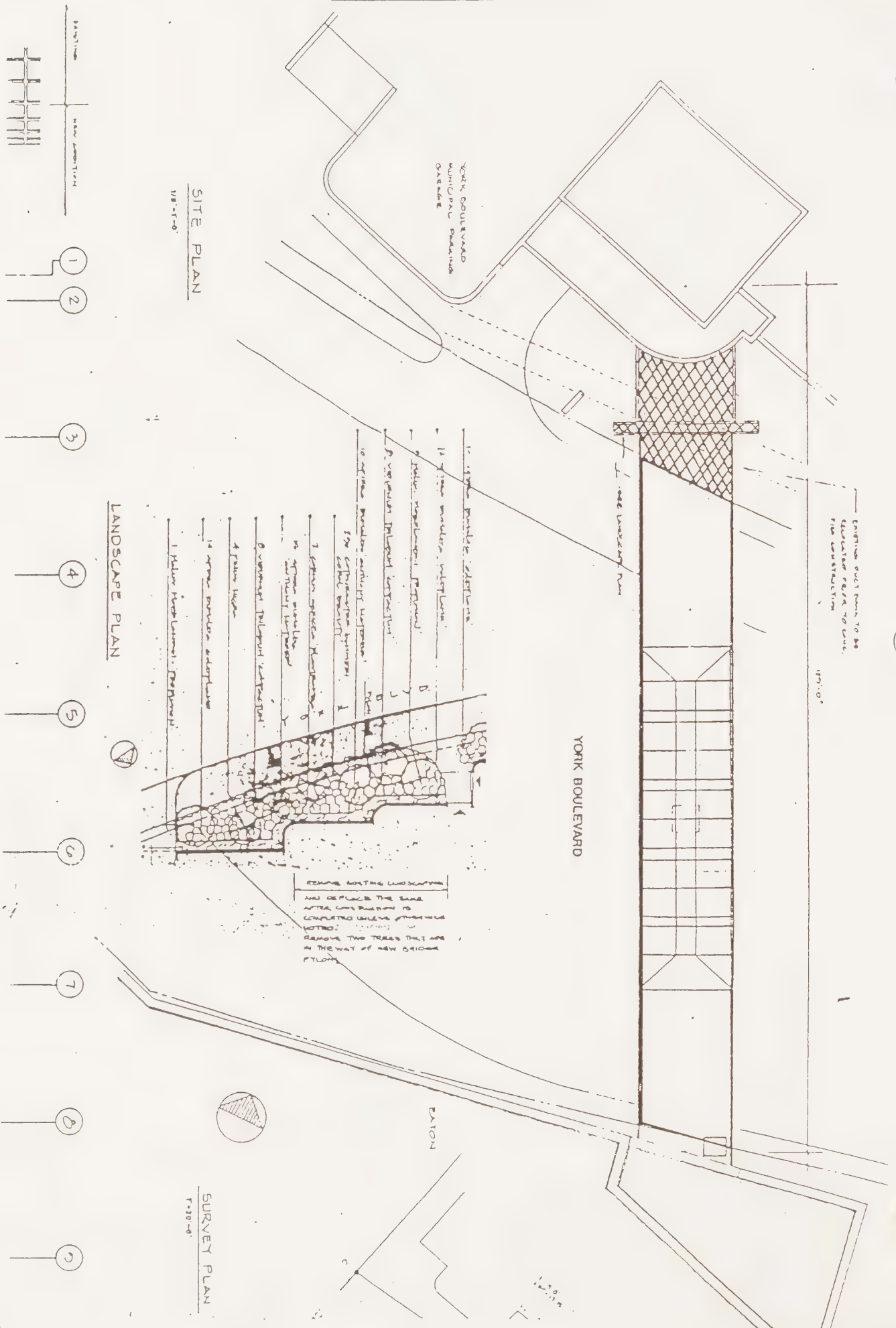
SCHEDULE "C"

LEGAL DESCRIPTION OF LANDS OWNED
BY CITY

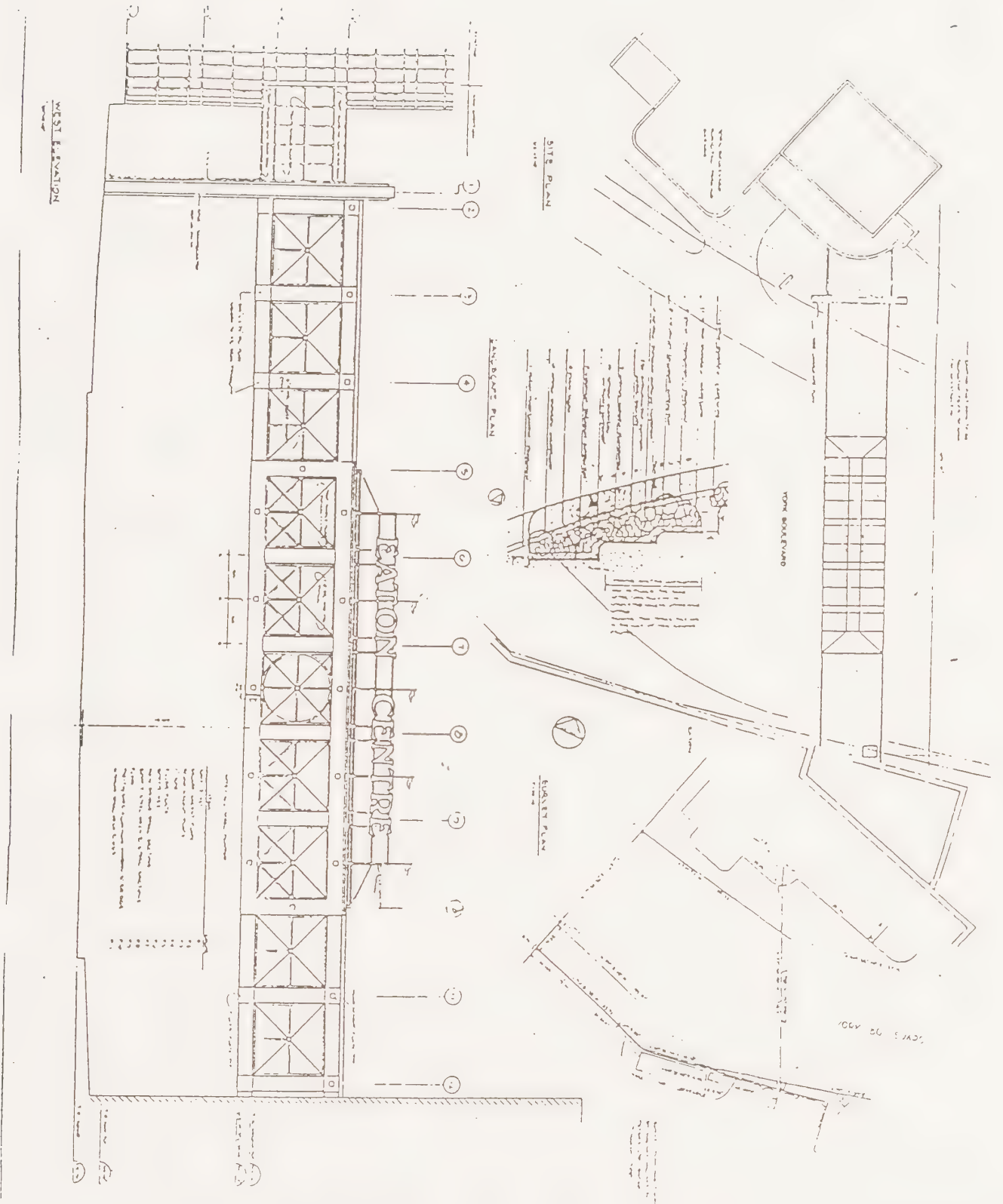
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth, being composed of Lots 9 and 13 and part of Lots 7, 8 and 10 in Block 5 of David Kirkendall's Survey registered in the Registry Office for the Registry Division of Wentworth as Plan No. 39 and Lots 4, 5, 6, 7 and 8 and part of Lot 3 and part of the Alley, all according to a plan registered in the said Land Registry Office as No. 262, designated as Parts 10, 12 and 13 on a Reference Plan of Survey filed in the said Land Registry Office as Plan No. 62R-8518.

MAP OF LANDS OWNED
BY CITY





SCHEMATIC DIAGRAM OF BRIDGE

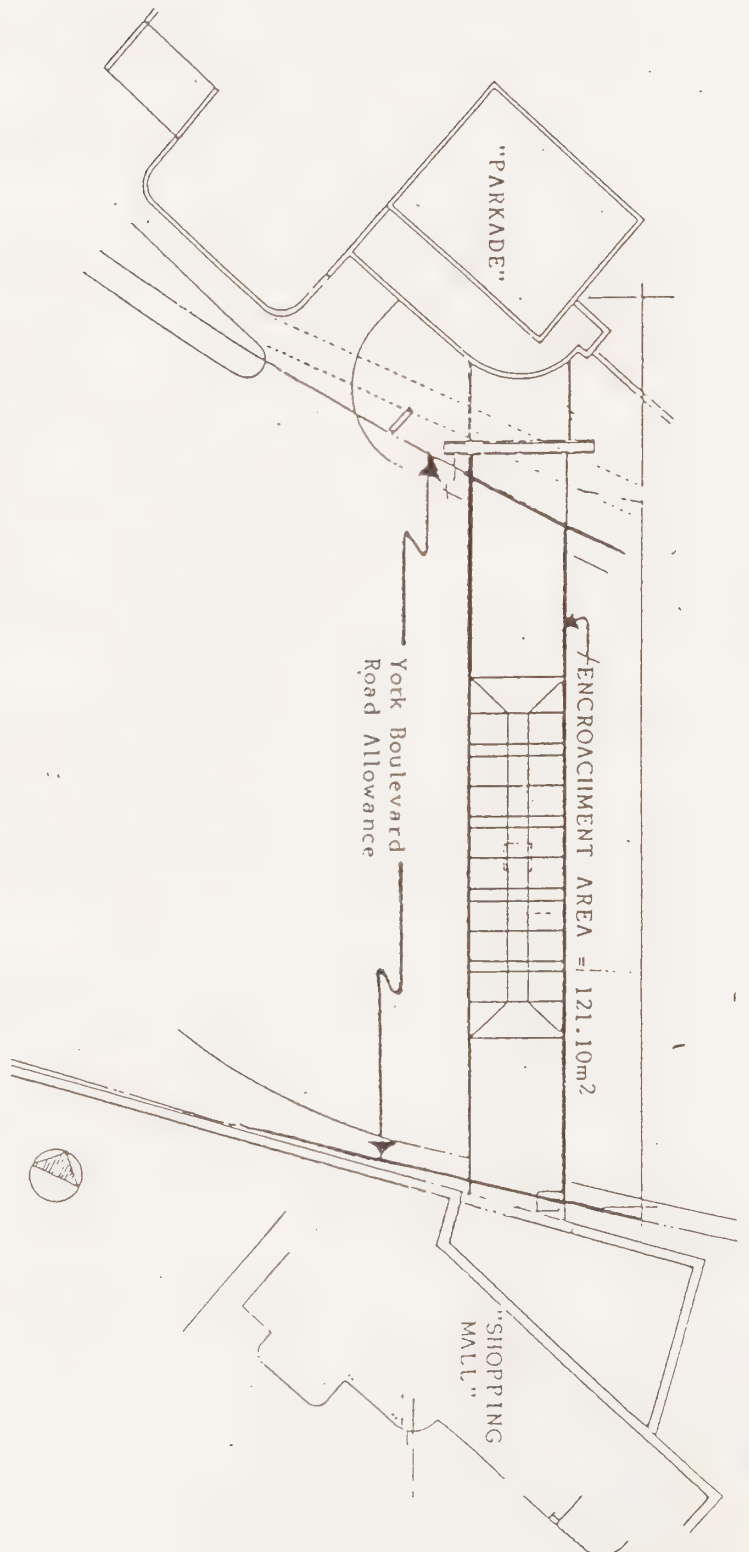


DATE: 10/1/81 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	
LOCATION: EATON CENTRE PHASE: 1C BRIDGE: COMPLETION	SITE PLAN: SURVEY PLAN BRIDGE ELEVATION
SCALE: 1" = 10' AL	

SCHEDULE "G"

FORMULA OF FUNDS PAYABLE BY DEVELOPER
TO THE REGION

Annual fee = 10% x market value of encroachment area
1988 Annual fee = 10% x \$644.10/m² x 121.10m² = \$7,800.00



THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-198

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 15th day of November, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>	
Accommodation Committee Report	3-88	as amended
Economic Development and Planning Committee Report	17-88	as amended
Engineering Services Committee Report	22-88	as amended
Freeway Steering Committee Report	8-88	
Finance and Personnel Committee Report	12-88	
Health and Social Services Committee Report	13-88	as amended
Legislation and Reception Committee Report	10-88	
Transportation Services Committee Report	12-88	

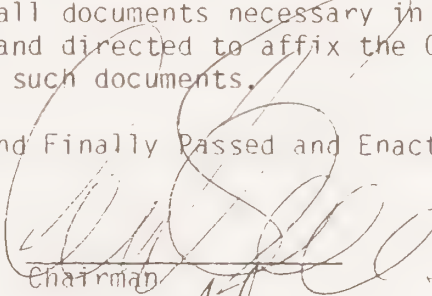
and Regional Officials

<u>NAME</u>	<u>NO.</u>
Chairman's Report	17-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 15th, day of November, 1988.


Chairman


Clerk

Bill No.1387

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-199

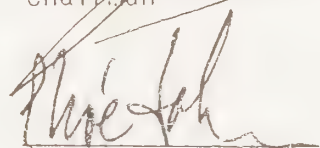
To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 9th day of December, 1988 and considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario , Municipal Board is required, hereby adopted, ratified and confirmed.
2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 9th day of December, 1988.


Chairman


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO R88-200

BEING A BY-LAW TO AUTHORIZE THE IMPOSITION
OF A SPECIALLY ASSESSED RATE UPON THE OWNERS
OF LANDS ABUTTING THE STORM AND SANITARY
SEWERS AS DESCRIBED IN SCHEDULE "A" HERETO AND A
SPECIALLY ASSESSED RATE ON PARTICULAR LOTS
TO BE SERVED BY PRIVATE DRAIN CONNECTIONS
AS DESCRIBED IN SCHEDULE "B" HERETO ON CHRISTOPHER
DRIVE FROM 243 METRES WEST OF CHRISTIE STREET
TO UPPER JAMES STREET, IN THE CITY OF HAMILTON.

WHEREAS The Regional Municipality of Hamilton-Wentworth (here and after called the "Region") intends to install storm and sanitary sewers on Christopher Drive from 243 metres west of Christie Street to Upper James Street, in the City of Hamilton as a local improvement at an estimated cost of \$456,000.00 and related private drain connections as described in Schedule "B" to the By-law as a local improvement at an estimated cost of \$48,000.00; and,

WHEREAS the Region, pursuant to The Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Chapter 437, Section 97(1) as amended, has sole responsibility for the financing of extensions to its sewer work systems and all the provisions of any general Act relating to the collection and disposal of sewage and the financing thereof apply with necessary modifications to the Regional Corporation; and

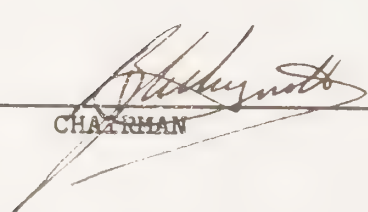
WHEREAS the Local Improvement Act, Sections 24 and 3 authorize a municipality to impose by by-law a specially assessed frontage rate upon owners or occupants of land who derive a benefit from the said storm and sanitary sewers and a specially assessed rate upon particular lots served by the private drain connections.

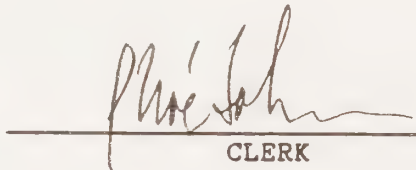
NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

- 1.(a) THAT a specially assessed frontage rate be imposed on the owner's of the lands described in Schedule "A" to this By-law, abutting the said storm and sanitary sewers to be calculated on the frontage therein described being rateable for an estimated total of \$201,007.00 which shall be the portion of the total cost of the sewer works to be borne by the abutting land owners;
- (b) THAT the cost of the private drain connections be specially assessed only upon the particular lot to be served as outlined in Schedule "B" to this By-law, and in the amounts therein set out.

- 2.(a) THAT a reduction in the case of corner lots at the junction or intersection of streets and a reduction or increase in the case of triangular or irregularly shaped lots has been made in the specially assessed rate as per Schedule "A" to this By-law;
- (b) THAT where an exemption for flankage of a lot which flankage later becomes frontage on the storm and sanitary sewers, the Region may impose a specially assessed rate of such amount as would have been assessed against such flankage had it been frontage at the date of passing of this By-law.
3. THAT the owners of the lands described on Schedule "A" to this By-law may pay the total estimated rates described therein in a lump sum cash payment or in equal and consecutive annual installments over a period of fifteen (15) years together with interest fixed at the borrowing rate for this Region at the time of the calculation of the total cost of the project and the imposition of the annual installment such as shown on Schedule "A" hereto.
4. THAT Schedule "A" and Schedule "B" form part of this By-law.

Read a First, Second and Third Time and Finally Passed
and Enacted this 20th day of December, 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A" TO BY-LAW NO. R88-200

DESCRIPTION: STORM AND SANITARY SEWERS

ESTIMATED COST: \$456,000.00

ESTIMATED COST PER METRE FRONTAGE TO OWNER: \$196.00

LOCATION: CHRISTOPHER DRIVE FROM 243 METRES WEST OF
CHRISTIE STREET TO UPPER JAMES STREET, IN
THE CITY OF HAMILTON.

The specially assessed rate imposed on benefiting property owners may be paid in one lump sum amount (Column 6) or be financed and paid in (15) fifteen annual consecutive installments commencing in the year in which the project is closed and rated. The amount financed over fifteen years will be at an interest rate to be determined by the Region.

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
08 11010 3060	Reg Plan 970 Lot 117 to 119 Lot 146, 147, 148 Pt. Lt. 116	167.02m	36.58m	130.44m	\$25,566.24	Roman Catholic Separate Separate School Board
08 11010 1640	Reg Plan 970 Lt 145	30.18m	0m	30.18m	\$ 5,915.28	T & K Suzuki
08 11010 1610	Reg Plan 970 Lt 144	30.18m	0m	30.18m	\$ 5,915.28	F & E Hudecki
08 11010 1580	Reg Plan 970 Lt 143	30.18m	0m	30.18m	\$ 5,915.28	M & M Macloed
08 11010 1550	Reg Plan 970 Lt 142	30.18m	0m	30.18m	\$ 5,915.28	W. Yusek
08 11010 1520	Reg Plan 970 Lt 141	30.18m	0m	30.18m	\$ 5,915.28	G & F Capucinello-Iraci
08 11010 1490	Reg Plan 970 Lt 140	28.96m	0m	28.96m	\$ 5,676.16	K & A Nelson

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
08 11010 1460	Reg Plan 970 Lt 139	28.96m	0m	28.96m	\$ 5,676.16	A & L Damico
08 11010 1430	Reg Plan 970 Lt 138	28.96m	0m	28.96m	\$ 5,676.16	R & L Bowman
08 11010 1400	Reg Plan 970 Lt 137	28.96m	0m	28.96m	\$ 5,676.16	B & S Galli
08 11010 1370	Reg Plan 970 Lt 136	28.96m	0m	28.96m	\$ 5,676.16	D. Henry
08 11010 1340	Reg Plan 970 Lt 135	28.96m	0m	28.96m	\$ 5,676.16	A. Vanede
08 11010 1310	Reg Plan 970 Lt 134	28.96m	0m	28.96m	\$ 5,676.16	A & Y Chiasson
08 11010 1280	Reg Plan 970 Lt 133	28.78m	0m	28.78m	\$ 5,640.88	J & M Kelly
08 11010 2150	Reg Plan 970 Lt 167	28.67m	0m	28.67m	\$ 5,619.32	F & N Spadafora
08 11010 2120	Reg Plan 970 Lt 166	28.96m	0m	28.96m	\$ 5,676.16	C & G Gillis
08 11010 2090	Reg Plan 970 Lt 165	28.96m	0m	28.96m	\$ 5,676.16	D & R Rosati
08 11010 2060	Reg Plan 970 Lt 164	28.96m	0m	28.96m	\$ 5,676.16	E & M Piazza
08 11010 2030	Reg Plan 970 Lt 163	28.96m	0m	28.96m	\$ 5,676.16	R & T Kitowski
08 11010 2000	Reg Plan 970 Lt 162	28.96m	0m	28.96m	\$ 5,676.16	J & G Fennema
08 11010 1970	Reg Plan 970 Lt 161	28.96m	0m	28.96m	\$ 5,676.16	C. Silvestri
08 11010 1940	Reg Plan 970 Lt 160	28.96m	0m	28.96m	\$ 5,676.16	M. Prasia

1	2	3	4	5	6	7
ASSESSMENT ROLL NUMBER	DESCRIPTION OF LANDS	FRONTAGE OF ABUTTING LAND	EXEMPT FRONTAGE	FRONTAGE SUBJECT TO RATE	ESTIMATED LUMP SUM CASH PAYMENT	ASSESSED OWNER
08 11010 1910	Reg Plan 970 Lt 159	27.43m	0m	27.43m	\$ 5,376.28	W & E Munn
08 11010 1880	Reg Plan 970 Lt 158	27.43m	0m	27.43m	\$ 5,376.28	C & M Crugnale
08 11010 1850	Reg Plan 970 Lt 157	27.43m	0m	27.43m	\$ 5,376.28	P & A Bonitatibus
08 11010 1820	Reg Plan 970 Lt 156	27.74m	0m	27.74m	\$ 5,437.04	A & N Palazzini
08 11010 1790	Reg Plan 970 Lt 155	27.74m	0m	27.74m	\$ 5,437.04	S & I Faccenda
08 11010 1760	Reg Plan 970 Lt 154	28.04m	0m	28.04m	\$ 5,495.84	R. Corsini
08 11010 1730	Reg Plan 970 Lt 153	28.04m	0m	28.04m	\$ 5,495.84	A & A Celi
08 11010 1700	Reg Plan 970 Lt 152	28.65m	0m	28.65m	\$ 5,615.40	G & M Toderi
08 11010 0370	Reg Plan 970, Pt.Lts. 149,150,151	95.40m	36.58m	58.82m	\$11,528.72	A. Papastamos

SCHEDULE "B" TO BY-LAW NO. R88-200

NOTE: CONNECTION COST ONLY ON EACH LOT TO BE SERVED BY THE CONNECTION.

DESCRIPTION: Storm and Sanitary Sewers

LOCATION: Christopher Drive from 243 metres west of Christie Street
to Upper James Street, in the City of Hamilton.

NUMBER OF CONNECTIONS: 32

COST PER CONNECTION: \$1,500.00

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-201

TO PROVIDE FOR

1. THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND RELATED PRIVATE DRAIN CONNECTIONS AS DESCRIBED IN SCHEDULE "A" HERETO ON CHRISTOPHER DRIVE FROM 243 METRES WEST OF CHRISTIE STREET TO UPPER JAMES STREET, IN THE CITY OF HAMILTON.
2. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON ABUTTING OWNERS TO PAY A PORTION OF THE COST OF CONSTRUCTING THE STORM AND SANITARY SEWERS.
3. THE IMPOSITION OF A SPECIALLY ASSESSED RATE ON PARTICULAR LOTS TO BE SERVED BY THE SAID PRIVATE DRAIN CONNECTIONS.

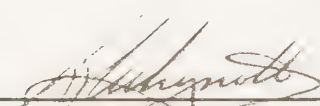
WHEREAS the Council of the Regional Municipality of Hamilton-Wentworth (here and after called the "Region") in adopting on the 21st day of June, 1988, Clause 7 of the 12-88 Report of the Engineering Services Committee authorized the construction of storm and sanitary sewers on Christopher Drive from 243 metres west of Christie Street to Upper James Street, in the City of Hamilton as a local improvement under Sections 11 and 3 respectively of the Local Improvement Act, R.S.O. 1980, c.250, as amended.

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

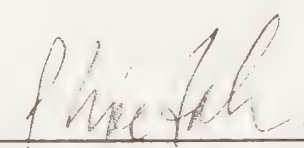
1. THAT the construction of the said storm and sanitary sewers on Christopher Drive from 243 metres west of Christie Street to Upper James Street, in the City of Hamilton at an estimated cost of \$456,000.00 and the said private drain connections at an estimated cost of \$48,000.00 is hereby authorized, as set out on Schedule "A" hereto.
- 2.(a) THAT the share of the estimated cost of the described storm and sanitary sewers to be borne by the owners of the lots liable to be specially assessed is \$201,007.00 and the amount to be specially assessed against such owners is hereby authorized at the actual equal special rate per metre of such frontage sufficient to defray the actual cost and payable by such owners in 15 annual consecutive installments.

- (b) THAT the share of the estimated cost of the described private drain connections be specially assessed upon the particular lots to be served.
- 3.(a) THAT the cost of the works described in Section 1 hereof are to be financed from special assessments, subsidies, monies received from any other source, and by the issue and sale of debentures of The Region in the amount of \$201,007.00 which are to be authorized by a subsequent by-law or by-laws and which are to be repayable over a term of not more than 15 years.
- (b) THAT pending the sale of debentures referred to in sub-section (a) of this Section and the receipt of special assessments, subsidies, or monies from any other source, the Chairman and the Treasurer of The Region may borrow money not exceeding \$504,000.00 for the purpose described in Section 1 hereof.
- (c) THAT the sum or sums of money borrowed pursuant to sub-section (b) of this section are to be repaid out of the special assessments, subsidies received, monies received from any other source and the proceeds of the sale of debentures of The Region.
4. THAT notwithstanding the provisions of this by-law the amount to be debentured pursuant to the provision hereof is not to exceed the net cost to The Region after deducting any special assessments, subsidies or contributions from the Province of Ontario or from any other source in respect of the undertaking described in Section 1 hereof.
5. THAT the proper officials of The Region are hereby authorized and directed to do all things necessary to carry-out the terms of this by-law except that no contract for the construction of the described works is to be entered into without the approval of the Council of the Regional Municipality of Hamilton-Wentworth.
6. THAT schedule "A" forms part of this by-law.

Read a First, Second and Third Time and Finally Passed and Enacted
this 20th day of December, 1988.



CHAIRMAN



CLERK

Approved
as to form

Regional
Solicitor

SCHEDULE "A"

TO BY-LAW NO. R88-201

<u>DESCRIPTION</u>	<u>COST PER CONNECTION</u>	<u>TOTAL COST</u>	<u>REGION'S SHARE OF COST</u>	<u>OWNER'S SHARE OF COST</u>
Storm and sanitary sewers on Christopher Drive from 243 metres west of Christie Street to Upper James Street, in the City of Hamilton		\$456,000.00	\$254,993.00	\$201,007.00
and				
Related Private Drain Connections	\$1,500.00	\$ 48,000.00		\$ 48,000.00

THE RÉGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-202

To exempt the occupiers of certain shops from the provisions
of the Regional Store Closing By-law R79-202.

WHEREAS upon application of certain shops outlined on Schedule "A" to this By-law, it has been recommended by the Regional Legislation and Reception Committee that such shops be exempt from the store closing hours on the dates and at the times indicated.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth ENACTS AS FOLLOWS:

1. THAT the occupiers of the shops named on Schedule "A" attached to this by-law are hereby exempt from the closing provisions of Section 2(1) (b) of Regional By-law No. R79-202 and may remain open for business on the dates and at the times indicated.
2. THAT all other provisions of Regional By-law No. R79-202 are to remain in full force and effect for the shops described in Schedule "A" of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED
this 20th day of December, 1988.


Chairman


Clerk

SCHEDULE "A"

TO BY-LAW NO. R88- 202

Shops referred to in By-law No. R88- and located at the respective locations.

THAT the following retail shop(s) in the area municipalities of Hamilton and Stoney Creek be exempted from Regional By-law No. R79-202 for the purpose of holding a special sale on the date(s) and at the time(s) indicated:

1. HAMILTON

Friday, December 16, 1988

AND

Friday, December 23, 1988

9:00 p.m. to 11:59 p.m.

Herbie's Drug Warehouse

75 Queenston Road
Hamilton, Ontario

2. STONEY CREEK

Friday, December 16, 1988

AND

Friday, December 23, 1988

9:00 p.m. to 11:59 p.m.

Economy Fair

150 Highway #8
Stoney Creek, Ontario

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-203BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980 CH. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purpose of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. Schedule 26(Designated Traffic Lanes) of By-law R76-144 to Regulate Traffic passed and enacted on the 7th day of September 1976 is hereby amended by adding thereto the following item, namely:-

"Upper Ottawa	100 feet north of	West curb	Anytime	Southerly to
	Stonechurch and	lane		Westerly"
	Stone Church			

1. In all other respects, By-law R76-144 and Schedules thereto are hereby confirmed, unchanged.

2. This By-law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 20th day of December 1988.


CHAIRMAN


CLERK

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-204

To Amend the Regional Waterworks
By-Law No. R84-026

The Council of the Regional Municipality of Hamilton-Wentworth enacts as follows:

- 1) That subsection (10) of Section 4. be deleted and the following substituted:
 - "1. Where any premise to be demolished has a water service of less than 20mm diameter, then the service shall be disconnected at the watermain except where re-use of the existing service is authorized under subsection (11) of this section and the required flow test has been taken before the premises are demolished. The owner of the land will execute an authority to the Region at the time of application to disconnect the water service connection at the main at the sole ^{cost} of the owner upon failure of the owner having entered into a water service agreement with the Region within three (3) months of the Region signing the demolition release or the owner abandoning the service with their own contractors.
- 2) In all other respects, the contents of Regional By-law No. R84-026 are hereby confirmed unchanged.

Passed and enacted in open Council this 20, day of December 1988.


Chairman


Clerk

DOE

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

To Amend the Regional Waterworks
By-Law No. No. R84-026

OLD

Section 4 (10)

Where any premises to be demolished has a water service of less than 20mm diameter, then the service shall be disconnected at the watermain except where re-use of the existing service is authorized under sub-section (11) of this section. The owner of the premises is responsible for the entire cost of disconnecting the water service and installing any replacement service.

NEW

Section 4 (10)

Where any premise to be demolished has a water service of less than 20mm diameter, then the service shall be disconnected at the watermain except where re-use of the existing service is authorized under subsection (11) of this section and the required flow test has been taken before the premises are demolished. The owner of the land will execute an authority to the Region at the time of application to disconnect the water service connection at the main at the sole cost of the owner upon failure of the owner having entered into a water service agreement with the Region within three (3) months of the Region signing the service with the owner abandoning the service with their own contractors.

THE CANADA COACH LINES, LIMITED

BY-LAW R88-205

BY-LAW NO. CCL 89-001

Being a by-law to appoint the Officers of the Company for the year 1989.

The Council of the Regional Municipality of Hamilton-Wentworth, as the Board of Directors of The Canada Coach Lines, Limited, hereby enacts as follows:

1. That the following persons be appointed to the following positions as Officers of the company for the year 1989:

President	-	R.J. Whynott
Vice-President	-	Robert E. Wade
General Manager	-	Heinz O. Schweinbenz
Secretary	-	P. Noe Johnson
Treasurer	-	Gerry W. Lawson

2. That the Clerk of The Regional Municipality of Hamilton-Wentworth, P. Noe Johnson, is appointed as the Secretary of the Company.
3. That the Treasurer of The Regional Municipality of Hamilton-Wentworth, Gerry W. Lawson, is appointed as the Treasurer of the Company.
4. That the Corporate Counsel for The Regional Municipality of Hamilton-Wentworth, Kenneth S. Anderson, is appointed as the Corporate Counsel for the Company.
5. (a) That the signing officers of the company for the purposes of signing contracts shall be as follows:

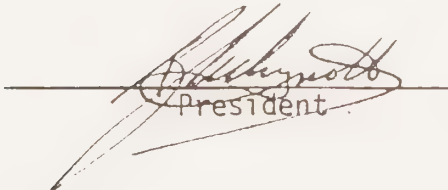
The President, the Secretary and the Treasurer

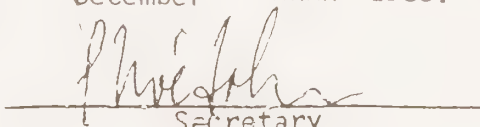
(b) That every contract to be signed for the company shall be initialled by the General Manager and Solicitor of the company before being signed by the signing officers.

(c) That the General Manager is authorized to be the signing officer for the company on contracts and other matters not exceeding \$15,000.00 in value for each contract or matter.
6. That By-law CCL 86-080 is repealed.

PASSED AND ENACTED this 20th

day of December 1988. 1988.


President


Secretary

BILL NO.1449

THE CANADA COACH LINES, LIMITED
BY-LAW NO. CCL 89-002

Being a by-law to amend By-Law No. CCL 89-001

The Council of the Regional Municipality of
Hamilton-Wentworth, as the Board of Directors of
The Canada Coach Lines, Limited,
hereby enacts as follows:

1. That the word 'Solicitor' is deleted where it appears in section 4 and clause 5(b) of By-Law No. CCL 89-001 and is replaced by the words 'Corporate Counsel'.
2. That the figure '\$15,000' is deleted in clause 5(c) of By-Law No. CCL 89-001 and replaced by the figure '\$10,000'.
3. That this by-law take effect July 31, 1989.

PASSED AND ENACTED this 21st day of March 1989.


Chairman


Secretary

Approved
as to form

Regional
Solicitor

THE HAMILTON STREET RAILWAY COMPANY

BY-LAW R88-206
BY-LAW NO. HSR 89-001

Being a by-law to appoint the Officers of
the Company for the year 1989.

The Council of the Regional Municipality of
Hamilton-Wentworth, as the Board of Directors of The Hamilton Street
Railway Company, hereby enacts as follows:

1. That the following persons be appointed to the following positions
as Officers of the company for the year 1989:

President	-	R.J. Whynott
Vice-President	-	Robert E. Wade
General Manager	-	Heinz O. Schweinbenz
Secretary	-	P. Noe Johnson
Treasurer	-	Gerry W. Lawson

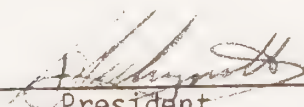
2. That the Clerk of The Regional Municipality of Hamilton-Wentworth,
P. Noe Johnson, is appointed as the Secretary of the Company.
3. That the Treasurer of The Regional Municipality of
Hamilton-Wentworth, Gerry W. Lawson, is appointed as the Treasurer
of the Company.
4. That the Solicitor for The Regional Municipality of
Hamilton-Wentworth, Kenneth S. Anderson, is appointed as the
Solicitor for the Company.

5. (a) That the signing officers of the company for the purposes of
signing contracts shall be as follows:

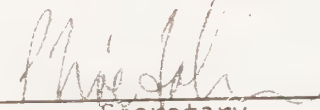
The President, the Secretary and the Treasurer

- (b) That every contract to be signed for the company shall be
initialled by the General Manager and Solicitor of the
company before being signed by the signing officers.
 - (c) That the General Manager is authorized to be the signing
officer for the company on contracts and other matters not
exceeding \$15,000.00 in value for each contract or matter.
6. That By-law HSR 86-079 is repealed.

PASSED AND ENACTED this 20th day of December 1988. 1988.



President



Secretary

THE HAMILTON STREET RAILWAY COMPANY
BY-LAW NO. HSR 89-002

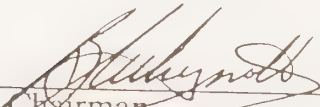
BILL NO. 1447

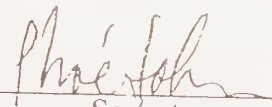
Being a by-law to amend By-Law No. HSR 89-001

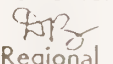
The Council of the Regional Municipality of
Hamilton-Wentworth, as the Board of Directors of
The Hamilton Street Railway Company,
hereby enacts as follows:

1. That the word Solicitor is deleted where it appears in section 4 and clause 5(b) of By-Law No. HSR 89-001 and is replaced by the words Corporate Counsel .
2. That the figure '\$15,000' is deleted in clause 5(c) of By-Law No. HSR 89-001 and replaced by the figure '\$10,000' .
3. That this By-law take effect July 31, 1989.

PASSED AND ENACTED this 21st day of March 1989.


Chairman


Secretary

Approved
as to form

Regional
Solicitor

SAFETY SERVICE AND ADJUSTERS LIMITED

BY-LAW R88-207

BY-LAW NO. SSA 89-001

Being a by-law to appoint the Officers of
the Company for the year 1989.

The Council of the Regional Municipality of
Hamilton-Wentworth, as the Board of Directors of Safety Service and
Adjusters Limited, hereby enacts as follows:

1. That the following persons be appointed to the following positions
as Officers of the company for the year 1989:

President	-	R.J. Whynott
Vice-President	-	Robert E. Wade
General Manager	-	Heinz O. Schweinbenz
Secretary	-	P. Noe Johnson
Treasurer	-	Gerry W. Lawson

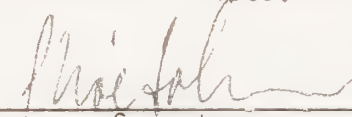
2. That the Clerk of The Regional Municipality of Hamilton-Wentworth,
P. Noe Johnson, is appointed as the Secretary of the Company.
3. That the Treasurer of The Regional Municipality of
Hamilton-Wentworth, Gerry W. Lawson, is appointed as the Treasurer
of the Company.
4. That the Solicitor for The Regional Municipality of
Hamilton-Wentworth, Kenneth S. Anderson, is appointed as the
Solicitor for the Company.
5. (a) That the signing officers of the company for the purposes of
signing contracts shall be as follows:

The President, the Secretary and the Treasurer

- (b) That every contract to be signed for the company shall be
initialled by the General Manager and Solicitor of the
company before being signed by the signing officers.
 - (c) That the General Manager is authorized to be the signing
officer for the company on contracts and other matters not
exceeding \$15,000.00 in value for each contract or matter.
6. That By-law SSA 86-081 is repealed.

PASSED AND ENACTED this 10th day of December 1988.


President


Secretary

BILL NO.1448

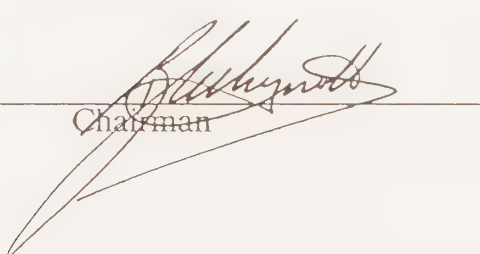
SAFETY SERVICE AND ADJUSTERS LIMITED
BY-LAW NO. SSA 89-002

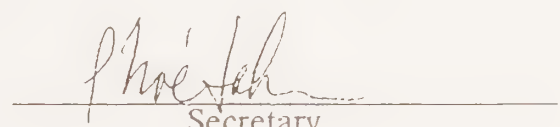
Being a by-law to amend By-Law No. SSA 89-001

The Council of the Regional Municipality of
Hamilton-Wentworth, as the Board of Directors of
Safety Service and Adjusters Limited,
hereby enacts as follows:

1. That the word Solicitor is deleted where it appears in section 4 and clause 5(b) of By-Law No. SSA 89-001 and is replaced by the words Corporate Counsel .
2. That the figure \$15,000 is deleted in clause 5(c) of By-Law No. SSA 89-001 and replaced by the figure \$10,000 .
3. That this by-law take effect July 31, 1989.

PASSED AND ENACTED this 21st day of March 1989.


Chairman


Secretary

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R-88-208

TO AMEND:

BY-LAW 7970 -

RESPECTING:

VESTING

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for vesting of benefits.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article VI, section 1, subsection (c) and Article VII, section 1, subsection (c) and (d), be added with the following wording:

Subsection 1(c) of Article VI

if he has completed 2 years of plan membership but less than 10 years of service he shall be entitled to a deferred pension in respect of his service after January 1, 1987.

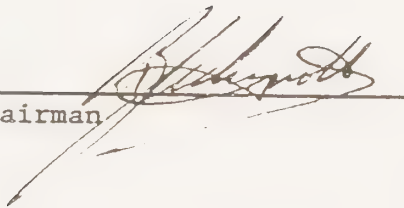
Subsection 1(c) of Article VII

- (i) for terminations after January 1, 1987 all contributions made by members on or after that date, plus interest, will be locked-in after 24 months of continuous plan membership, and,
- (ii) this 24 months of continuous plan membership should include membership prior to 1987, where service with the Employer is not broken.
- (iii) does not apply to any member who terminated during 1987.

Subsection (d)

Notwithstanding subsection (c) contributions made prior to 1987, plus interest, will continue to be governed by locking-in after the attainment of age 45 and 10 years of continuous service with the employer

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-209

TO AMEND:

BY-LAW 7970 -

RESPECTING:

50% COST RULE

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

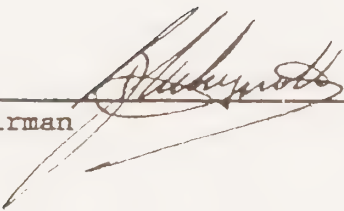
AND WHEREAS it is desirable to amend the by-law to provide for the 50% Cost Rule.

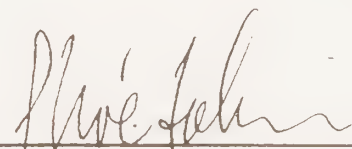
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

Article III, Section 4 be added with the following wording:

A member, or any other person who is entitled to a benefit to be paid from the Plan, where the employee contributions with interest exceed fifty percent (50%) of the commuted value of the benefit earned since January 1, 1987, shall have such excess contributions plus interest returned upon becoming entitled to the payment of such benefit on death of the member, termination of employment or retirement. Such return shall be made on a non-locked-in basis either as a lump sum cash payment, or as one of the transfers as provided in Article XXI.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-210

TO AMEND:

BY-LAW 7970 -

RESPECTING:

PAYMENT OF EXPENSES

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for the payment of expenses from the fund.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article XIX, section 10, subsection (j), be added with the following wording:

Subsection (j), section 10 of Article XIX

shall be authorized to make all disbursements for plan expenses regarding the general operation and administration of the Fund from the Fund.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.

Chairman

Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-211

TO AMEND:

BY-LAW 7970 -

RESPECTING:

PORTABILITY

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desireable to amend the by-law to provide for the transfer of pension benefits from the fund.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

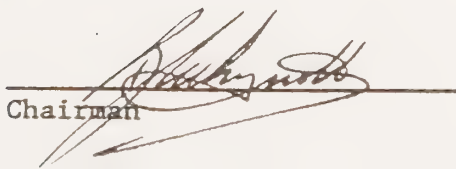
1. Article XXI be deleted and replaced with the following wording:

Subsection (a), section 2 of Article XVIII

1. A former member who, on or after the date of which this Act comes into force, terminates employment and who is entitled to a deferred pension and who has not attained age 55, is entitled to require the Administrator to pay an amount equal to the commuted value of the deferred benefit;
 - (a) to the pension fund of another pension plan if the Administrator of the other plan agrees to accept the payment;
 - (b) into a prescribed Registered Retirement Savings Plan; or
 - (c) for the purchase of a life annuity that will not commence before the earliest date on which the former member would have been entitled to receive payment of pension benefits under the pension plan.

provided that the transfer shall be administered according to the Pension Benefits Act (Ontario) and the Income Tax Act (Canada), including the locking-in provisions.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman

Approved
as to form

Regional
Solicitor


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-212

TO AMEND:

BY-LAW 7970 -

RESPECTING:

EMPLOYER CONTRIBUTIONS

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desireable to amend the by-law to provide for employer contributions.

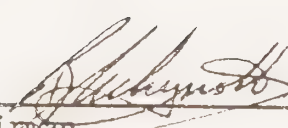
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

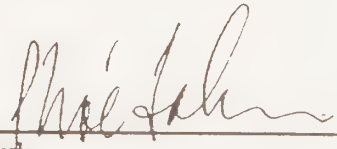
1. Article IV be amended, by adding section 2 with the following wording:

Section 2 of Article IV

The Corporation shall make all required contribution payments in accordance with the frequency required by the Pension Benefits Act (Ontario) 1987, as amended.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-213

TO AMEND:

BY-LAW 7970 -

RESPECTING:

PRE-RETIREMENT - DEATH BENEFIT

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for pre-retirement death benefits.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article VII, section 2, subsection b, c and d be added with the following wording:

Subsection (b) of Article VII

On the death of an active or a deferred member on or after January 1, 1988 but prior to retirement his or her spouse (survivor) is entitled to a benefit equal to the sum of:

- (i) the commuted value of the deceased member's pension earned on or after January 1, 1987, plus,
- (ii) the value of the deceased member's pre 1987 contributions plus interest.

Subsection (c) of Article VII

A deceased member's spouse may elect to have the benefit in subsection (b) paid as an immediate or deferred pension, or as a lump sum cash payment.

Subsection (d) of Article VII

If the deceased member does not have a spouse, or if the deceased member and his spouse have signed waivers in the prescribed form, the benefit in subsection (b) shall be paid as a lump sum cash payment to his beneficiary or to his estate.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.

Chairman

Approved
as to form
[Signature]
Regional

Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-214

TO AMEND:

BY-LAW 7970 -

RESPECTING:

POST RETIREMENT - DEATH BENEFIT

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desireable to amend the by-law to provide for post retirement death benefits.

NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article XII, subsections 5 and 6 be added with the following wording:

Subsection 5 of Article XII

- (i) Effective January 1, 1988, on the death of a retired member, the surviving spouse shall be entitled to a pension of at least 60 percent of the pension paid to the former member, at the date of his death. Whereas the member's pension at date of retirement is determined to be the actuarial equivalent to the amount of pension determined under Article XI.
- (ii) The commuted value of a joint and survivor pension shall not be less than the commuted value of the pension that would be payable under the pension plan to the former member.

Subsection 6 of Article XII

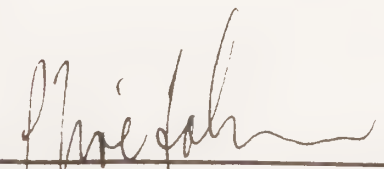
The 60% spousal pension, above, may be waived provided the member and his spouse file a written waiver prior to the member's retirement.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman

Approved
as to form

Regional
Solicitor


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-215

TO AMEND:

BY-LAW 7970 -

RESPECTING:

SURPLUS REVERSION

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desireable to amend the by-law to provide for the reduction of employer contributions to the fund in the event of an actuarial surplus, and to provide for the distribution of any final surplus when the plan is wound up.

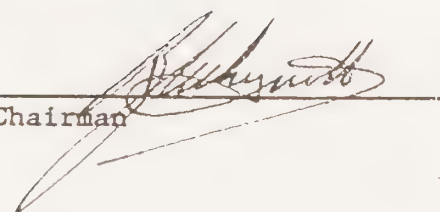
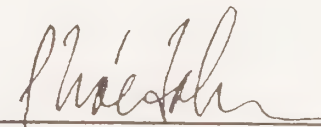
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article IV, section 1(c) be added with the following wording:

Section 1c of Article IV

Any actuarial surplus amounts or portions thereof, as determined by the Actuary, may be used by the Corporation to reduce the contribution requirements of the Corporation with respect to the Plan. Upon termination of the Plan, the surplus will revert to the Corporation after satisfaction of all liabilities of the Plan, and subject to the 50% limit for employee contributions made after January 1, 1987.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman
Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-216

TO AMEND:

BY-LAW 7970 -

RESPECTING:

MARRIAGE BREAKDOWN - SPLITTING OF PENSION CREDITS

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desireable to amend the by-law to provide for the splitting of pension credits in respect to marriage breakdown.

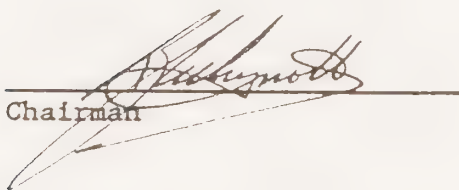
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article XVIII, section 2, subsection (a), be added with the following wording:

Subsection (a), section 2 of Article XVIII

Notwithstanding the foregoing, when an order from a court of competent jurisdiction or a valid domestic contract has been received by the Corporation requiring division of a member's benefits under the Plan due to marriage breakdown or dissolution of common-law relationship, such division shall be made in accordance with such order or contract, as determined by the Company, and subject to any requirements prescribed under applicable legislation. Any necessary adjustments shall be made to the member's accrued benefits.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman
Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-217

TO AMEND:

BY-LAW 7970 -

RESPECTING:

INFLATION PROTECTION

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for inflation protected pension increases.

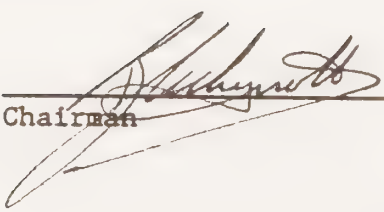
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

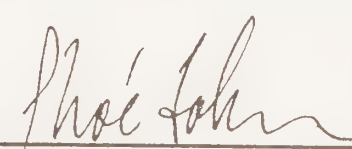
1. Article XI, section 5, be added with the following wording:

Section 5 of Article XI

Pension benefits, pension and deferred pensions shall as a minimum be indexed by an inflation related adjustment formula established by the Pension Benefits Act, (Ontario) as amended.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman


Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-218

TO AMEND:

BY-LAW 7970 -

RESPECTING:

DEFINITION - SPOUSE

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for the definition of a spouse.

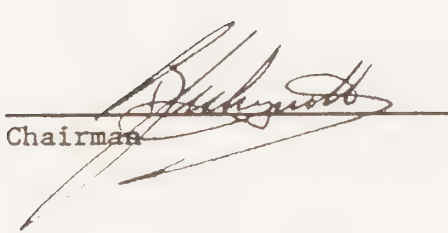
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

1. Article I, section (r), subsection (ii) be amended with the following wording:

Subsection (ii), section r of Article I

- (ii) a common-law spouse, who is a person of the opposite sex with whom the member has been living for three years or has been living in a relationship of some permanence where there is a child of the relationship.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman

Approved
as to form

Regional
Solicitor


Clerk

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTHBY-LAW NO. R88-219

TO AMEND:

BY-LAW 7970 -

RESPECTING:

INTEREST RATE

WHEREAS Section 24 (1) of the Regional Municipality of Hamilton-Wentworth Act empowers the Region to amend the Hamilton Municipal Employees Retirement Fund By-Law 7970 passed on the 15th day of February, 1957, from time to time;

AND WHEREAS it is desirable to amend the by-law to provide for interest calculation on member contributions.

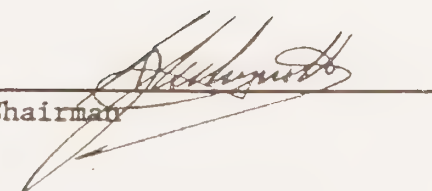
NOW THEREFORE the Council of the Regional Municipality of Hamilton-Wentworth enacts as follows;

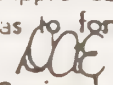
1. Article III, subsection 4, to be added with the following wording:

Subsection 4, of Article III

- (a) That interest be calculated and credited to current year required employee contributions at a rate equal to the lower of,
 - (i) the previous calendar year annual realized return on investments excluding realized capital gains/losses less .75%, or,
 - (ii) the previous calendar year annual realized return on investments including realized capital gains/losses less .75%.

Read the first, second and third time and finally passed and enacted this 20th day of December, 1988.


Chairman
Clerk

Approved
as to form

Regional
Solicitor

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88- 220

TO AMEND

BY-LAW NO. R76-144 TO REGULATE TRAFFIC

WHEREAS Section 36(1) of the Regional Municipality of Hamilton-Wentworth Act, R.S.O. 1980, Ch. 437 as amended, confers upon the Regional Municipality of Hamilton-Wentworth, with respect to the roads in the Regional Road System and the regulation of traffic thereon, all the powers conferred upon the council or corporation of a city by the Municipal Act, the Highway Traffic Act and any other Act with respect to highways; and

WHEREAS Section 210(117) of the Municipal Act, R.S.O. 1980, Chapter 302, as amended, confers upon the councils of the local municipalities the power to pass by-laws for regulating traffic on highways subject to the Highway Traffic Act; and

WHEREAS Section 315(7) of the said Municipal Act confers upon the councils of all municipalities the power to pass by-laws to provide for placing, regulating and maintaining upon the public highways traffic signs for the purposes of guiding and directing traffic; and

WHEREAS it is deemed advisable that the regulations pertaining to traffic on certain highways under the jurisdiction of the Regional Municipality of Hamilton-Wentworth be amended;

NOW THEREFORE, THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

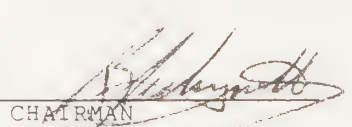
1. Schedule 20 (No Parking Areas on Certain Regional Roads) of By-Law R76-144 passed and enacted on the 7th day of September, 1976 is hereby amended by adding thereto the following item namely:

"455 Fruitland Road	Both	350 metres north of	Anytime"
		Hwy. No. 8 to 220 metres	
		south of Barton St.	

2. In all other respects, By-Law R76-144 and Schedules thereto are hereby confirmed, unchanged.
3. This By-Law shall come into force and take effect on the date of its passing and enactment.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED AND ENACTED

this 20th day of December 1988.


CHAIRMAN


CLERK

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

BY-LAW NO. R88-221

To confirm the proceedings of the Council at its meeting held on the following date:

THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH ENACTS AS FOLLOWS:

1. The Action of the Council at its meeting held on the 20th day of December, 1988, in respect of each recommendation contained in the Reports of its Committees.

<u>NAME</u>	<u>NO.</u>	
Special Airport Committee Report	12-88	
Economic Development and Planning Committee Report	18-88	as amended
Engineering Services Committee Report	23-88	as amended
Finance and Personnel Committee Report	13-88	as amended
Freeway Steering Committee Report	10-88	
Health and Social Services Committee Report	14-88	
Legislation and Reception Committee Report	13-88	as amended
Transportation Services Committee Report	13-88	

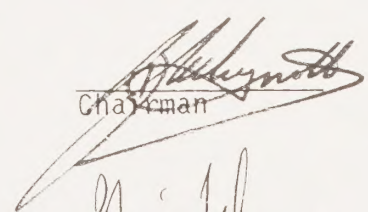
and Regional Officials

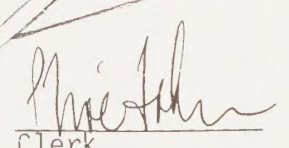
<u>NAME</u>	<u>NO.</u>
Chairman's Report	18-88

considered by Council at the said meeting, and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.

2. The Chairman of the Council and the proper officials of the Regional Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Chairman, the Clerk and the Treasurer are hereby directed to execute all documents necessary in that behalf, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the Regional Corporation to all such documents.

READ A FIRST, SECOND AND THIRD TIME and Finally Passed and Enacted this 20th, day of 1988, December.


Chairman


Clerk

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